



Request for Proposal

West Hollywood Seismic Program Grant Program Development, Management and Monitoring Services

**Proposal Due Date:
September 3, 2021 at 4:00 p.m PDT**

**By:
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Building and Safety
Manager
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1. **PURPOSE**

The City of West Hollywood Building and Safety Division is soliciting proposals from qualified firms to assist with FEMA grant program development, management and compliance monitoring services for the City's Mandatory Seismic Retrofit Program. Funding has been awarded through the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP) as set forth in the Scope of Work attached hereto as Attachment 1. The work is expected to commence following execution of the agreement.

2. **BACKGROUND**

A significant earthquake will not only affect life safety, but also loss of shelter and significant economic loss. The City of West Hollywood has taken a proactive approach by addressing the seismic deficiencies in our existing building stock.

On May 18, 2015, the West Hollywood City Council directed staff to address the structural seismic safety issues of the City's existing building stock and develop a framework for a seismic retrofit program. A survey of the City was conducted and certain building types were identified that have been known to perform poorly in past seismic events.

After extensive evaluation, the City Council formally adopted Ordinances that established a framework for the seismic retrofit of four existing building types.

On April 17, 2017, the City adopted [Ordinance 17-1004](#) that established strengthening for the following building types:

- Mandatory Strengthening Provisions for Existing Wood-Frame Buildings with Soft, Weak, or Open-Front (SWOF) Walls.
- Voluntary Strengthening Provisions for Cripple Walls and Sill Plate Anchorage in Existing Wood-Frame Buildings.

A citywide building survey identified 738 SWOF building types. The ordinance for these buildings became effective on April 1, 2018, and in the Spring of 2019, Building and Safety began sending Notices to Comply to property owners of buildings identified in the City's building survey list.

On August 7, 2017, the City adopted [Ordinance 17-1011](#) that established strengthening for the following building types:

Mandatory Strengthening Provisions for Non-Ductile Concrete (NDC) and Pre-Northridge Steel Moment Frame (PNSMF) Buildings.

The survey identified approximately 83 of these building types. This ordinance became effective August 7, 2018. Notices to Comply were put on hold due to the COVID 19 pandemic.

Additional information on the City's seismic program can be found on our webpage here: [WeHo Seismic Retrofit Program | City of West Hollywood](#)

The City Council also directed staff to look for outside funding sources that can assist property owners with the retrofitting of their properties. The Building and Safety Division was invited by Cal OES to submit a sub application to FEMA's Hazard Mitigation Grant Program (HMGP). The sub application proposed a two-phased re-imbusement program that would assist owners through the design and construction phases. In May 2021, the City received notice through California Office of Emergency Services (CalOES) that the sub-application was accepted and funding approved for both phases of our proposed program.

Phase 1 consists of pre-construction activities related to grant program development/management, eligibility determinations, project designs, environmental compliance, FEMA/SHPO review, design the grant application, initial project selection and community outreach. The total project cost for Phase 1 is \$2,624,788, and the grant awarded to the District is for 75% of these costs, or \$1,968,591 (see Attachment 3). Grant funding for Phase 2 of the Project, includes construction/retrofitting of the buildings and funding is contingent on programmatic review and environmental and Historic Preservation (EHP) approval. Phase 2 grant funding amounts to approximately \$7.5M.

The City is on a very tight timeline to meet all the milestones of Phase 1 of the project and must be completed by **September 18, 2022**. Phase 2 will begin upon written approval from FEMA.

3. MINIMUM QUALIFICATIONS

The City requires a well-managed and financially sound Consultant with demonstrated skills and technical ability to fulfill the requirements outlined in this RFP. The Consultant must have a proven successful track record in grant management and compliance monitoring services and have a minimum of five (5) years of related experience.

4. PROJECT OVERVIEW

This solicitation describes the Request for Proposal (RFP) schedule, proposal submittal instruction, proposal format and content, proposal evaluation criteria, evaluation process, the required scope of services and example of the contract document which will be signed by the successful proposer. Failure to submit information in accordance with the RFP requirements may result in disqualification.

5. STANDARDS OF CARE

Consultant must perform the Scope of Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty. Consultant must perform Services in compliance with all applicable federal, state and local codes, statutes, laws, regulations, and ordinances relating to grant management and compliance monitoring services and will keep the City informed in a timely manner of any obligations the City might have for reporting compliance.

Consultant must use its best efforts to verify interpretations of applicable law, codes,

regulations, and ordinances, from the appropriate Government Agency(s) and authorities having jurisdiction over the Scope of Services. Such efforts will be undertaken in accordance with the acceptable standard of care for the type of services required under this RFP.

Consultant must assume the responsibility to provide diligent and competent assistance to, and representation on behalf of the City.

6. REQUEST FOR PROPOSAL (RFP) SCHEDULE

TABLE 1- RFP SCHEDULE	
RFP Released by City of West Hollywood	August 10, 2021
Deadline for Submission of Questions	August 20, 2021 @ 4:00pm
Proposal Submission Deadline	September 3, 2021 @ 4:00pm
Consultant Interviews/discussions	Week of September 13, 2021
Consultant Selection Approval by City Council	October 2021
Project Kickoff	After City Council Approval

7. QUESTIONS

Proposers shall be responsible for reading carefully and understanding fully the terms and conditions of this RFP. Any questions, interpretations, clarifications or request for additional information about any portion of this RFP must be requested (by the deadline indicated in the RFP Schedule) via the City’s online Bid Management System (PlanetBids): <https://www.planetbids.com/portal/portal.cfm?CompanyID=22761>. All questions will be answered and conveyed to all Proposers via PlanetBids. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such change.

8. The City is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a proposal from any consultant in response to it. In particular, consultants shall note that City may:
- A. Reject any proposal that does not conform to instructions and specifications, which are issued herein.
 - B. Not accept proposals after the stated submission deadline.
 - C. Waive any informality, irregularity, immaterial defects or technicalities in any proposal or other responses received.
 - D. Reject all proposals.
 - E. Cancel the RFP at any time.
 - F. Make no award of contract.
 - G. Negotiate with the awarded consultant at the City’s discretion.
 - H. Not reimburse any organization for proposal preparation costs or other work performed in connection with this RFP, whether or not the consultant is awarded a contract.
 - I. Proposals (including accompanying materials) will become the property of City.
 - J. Proposals will be held in confidence to the extent permitted by law. After award of a contract or after rejection of all proposals, the proposals will be

public record subject to disclosure under the California Public Records Act (Government Code Section 6250 et seq.).

- K. Reserve the right to request additional information from prospective consultants prior to final selection and to consider information about a firm other than that submitted in the proposal.
- L. All proposals shall remain valid open for the City's acceptance for a minimum of 120 days following the RFP due date.
- M. Rates shall remain fixed for each term (base term or option term). Rate increases shall be authorized at the City's discretion and based on the most current Consumer Price Index (CPI) published by the U.S. Bureau of Labor Statistics for All Urban Consumers: Los Angeles-Riverside-Orange County California.

8.2 By submitting a proposal, the Proposer represents that it has thoroughly examined and is familiar with the work required under this RFP and that it can perform quality work to achieve the City's objectives.

9. ELEMENTS OF PROPOSAL

To be considered for selection, respondent individuals or firms shall submit a proposal that addresses each of following criteria and shall also provide resumes and evidence of qualifications to provide the services listed in this RFQ.

A. Letter of Introduction

- a. Provide a letter of introduction signed by a Principal or Senior Officer of the firm.
- b. If submitting as a team, note which team is the prime consultant or lead joint venture partner, if applicable.
- c. Include the name, title and resume of the person who will be the lead manager.
- d. Signature of a person authorized to bind Proposer to the terms of the proposal.

B. Firm Information and Qualifications

- a. Number of years the firm has been in business
- b. List the company and individual team members' experience in providing similar services, including a chart that indicates name, personnel qualifications, state registrations and/or certifications relevant to the type of services proposed to be provided by that individual.
- c. Identify any consultants/sub-consultants that you would expect to use, noting relevant disciplines. Include resumes, information regarding those firm(s) qualification and how they satisfy FEMA's procurement regulations.
- d. Provide a statement demonstrating your firm's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the

needs of the City of West Hollywood addressing the scope of work identified above.

- e. Explain the firm's experience with FEMA grant development/management and providing similar services to other jurisdictions or organizations as outlined in the scope of work as specified in ATTACHMENT 1

C. References

- a. Provide a list of at least 3 current municipal references. Include name of jurisdiction or organization, job title, email address, mailing address, telephone number(s). Identify the type of services provided to each individual/organization, the location where the services were provided, and the dates of service.

D. Firm's Capabilities and Abilities

- a. Provide a statement of the firm or team's ability to provide the City with qualified contract staffing services for the scope of work (ATTACHMENT 1) Provide a statement demonstrating your firm's or team's ability to meet milestone task timelines.
- b. Provide a proposed program time schedule of completion for the elements in the Scope of Work in order to meet the September 18, 2022 deadline for Phase 1. Include the task and amount of time required to complete each task.
- c. Provide a statement of the firm's or team's ability to provide staff onsite, when required.
- d. Provide a statement indicating how contract staff will be screened. Indicate how the firm or team conducts fingerprint-based background checks and employment reference checks for selected contract personnel within a reasonable time frame prior to start date of assignment. The agency shall adhere to federal, state and privacy protection laws when conducting background checks and provide the required waivers, authorizations, notices, disclosures, and releases. If team or firm uses an outside company to conduct background checks, the team or firm shall only use registered, licensed investigators.
- e. Describe how the firm proposes to staff this engagement. Include the name of the principal, the name(s) and role(s) of individuals designated to assist in this contract, and the qualifications and experience of each person named. List the name and title of the person who will be the City's contact on a day-to-day basis.
- f. Address your firm's ability to provide Environmental Historic Preservation (EHP) Review Services with either in-house staff or consultants. Describe past experience with EHP Reviews.
- g. Provide assurance that changes to the designated project team shall not be made without the prior written approval of the City.

- E. Professional Services Fees
 - a. Provide a schedule of fees proposed for each of the components of the scope of work and a listing of other estimated direct costs as outlined in ATTACHMENT 1 - Scope of Work.
 - b. Provide a listing of hourly rates for services, by type of personnel and/or service.
- F. Explain the firm's or team's use of technology, such as whether you employ an internet tracking system that can be accessed by city staff to check on status of projects.
- G. Describe how your firm provides for responsiveness to phone calls or email from city staff; discuss your anticipated relationship with the City of West Hollywood and your organization.
- H. Describe your firm's ability to provide services virtually or remotely.
- I. List any lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five years. Briefly state the nature of the action and the outcome.
- J. Identify if a service agreement has ever been terminated for convenience or default in the prior five years. If yes, provide details of contact information for each contract, including: names, addresses, telephone numbers and the reason for termination.
- K. Describe your firm's customer service philosophy and provide examples where this philosophy is demonstrated.

10. PROPOSAL EVALUATION CRITERIA

Evaluation of the proposals will be based upon a competitive selection process. Selection will not, however, be limited to price alone. The City's primary objective is to retain a consultant so that the City is best positioned to provide timely and professional services in an efficient, qualified, and cost-effective manner, in combination with in-house city staff resources. City staff and evaluators will review all statements of proposals received in a timely manner. Attempts to contact any City staff member in regard to this RFP may result in disqualification of the Proposer.

The candidate will be evaluated on the following criteria:

10.1 Pass /Fail:

- A. Completeness of Response;
- B. Experience: Consultant shall have a minimum of five (5) years FEMA grant management and compliance monitoring experience with two (2) projects completed within the last 24 months that are similar in scope to this RFP;
- C. Clarification, Exceptions, or Deviations; and
- D. Debarment and Suspension.

10.2 Work Methodology (25%):

- A. Overall responsiveness and general understanding of the RFP requirements;
- B. Thoroughness of proposed responses and demonstrated understanding of the requirements; and
- C. Overall proposal content.

10.3 Technical (25%):

- A. Technical approach and project methodology;
- B. Consultants experience, qualifications and demonstrated success in providing grant management and compliance monitoring services to government agencies;
- C. Proven capability to provide the required services;
- D. Demonstrated knowledge of Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP)
- E. Success in achieving client goals and priorities;
- F. Adequate resources/time to serve the City's interest; and
- G. Any other factors the City determines to be appropriate.

10.4 Qualifications (25%):

- A. Experience on projects similar in scope and magnitude of this requirement;
- B. Qualifications and experience of consulting firm with FEMA grants;
- C. Qualifications of proposed personnel: Proposal response shall include a complete list of all key personnel associated with this requirement;
- D. Proposed personnel Credentials/Resumes/Licenses/Certifications; and
- E. Past performance of grant management and compliance monitoring services based on references and other verifiable information.
- F. Exceptional customer service.
- G. Strength of personnel and team proposed to provide services.

10.5 Fee Proposal (25%):

- A. Total hours proposed and the relevance of those labor categories/rates based on proposed approach and the qualifications of proposed personnel. All costs/fees must be identified to include any travel-related expenses and reimbursements. The cost proposal shall include a budget narrative and a detailed "not to exceed" fee proposal identifying expenses and labor hours proposed for each phase of the project (i.e. Phase 1 – Program Development, selection of qualified project and Phase 2 – Construction, and Grant Closeout).

Consultant must satisfy the City of its ability to perform the services required. Consultant must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner which addresses the stated evaluation criteria. Consultant shall be responsible for the accuracy of information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects, or litigation by the Consultant on previous contracts to be grounds for disqualification.

11.0 CONTRACT WITH THE CITY AND ANTICIPATED TIMING FOR BEGINNING SERVICES

- A. The selected consultant(s) will be required to enter into an Agreement with the City. The Agreement will include the final scope of work that is negotiated with the consultant. The City Council of the City of West Hollywood is the authorizing entity to issue contracts, and the contract will not take effect until it is approved by the City Council and fully executed by Consultant and City.
- B. During the term of the contract, the Consultant will be required to keep informed of applicable local, State and Federal laws and regulations, including, but not limited, to those pertaining to conflict of interest, which in any manner affect those employed by Consultant or in any way affect the performance of the building plan check and other building services.
- C. The City's standard professional consulting agreement is attached (ATTACHMENT 2), including insurance requirements. As part of your proposal, please indicate whether the standard agreement is acceptable, or whether you would propose any modifications.
- D. The project is funded in whole or in part by the Federal Emergency Management Agency ("FEMA"). Proposer shall comply with the additional requirements attached to the Agreement as Exhibit "D" of the contract agreement (ATTACHMENT 2), which are incorporated herein by reference.
- E. The proposer shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Affirmative steps must include:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Proposals will be received through **4:00 PM on September 3, 2021**. No late submittals will be accepted. All submittals shall be made electronically through Planet Bids at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=22761>

Hard copies will not be accepted.

ATTACHMENT 1

SCOPE OF WORK GRANT PROGRAM DEVELOPMENT, MANAGEMENT & COMPLIANCE SERVICES

SCOPE OF WORK

The City is seeking a qualified firm with experience and expertise in working with FEMA grants to provide grant program development, management and compliance monitoring services specifically for the HMGP grant funding awarded to the City of West Hollywood for the Seismic Retrofit Grant Program. The program will consist of two phases, Phase I and Phase II. Phase I consists of Grant Program Development/Management, Community Outreach, and submittal of seismic retrofit design documents which include Screening Reports, Engineering/Design Plans, Plan Check, and Design Grant Applications for project selection and submittal to FEMA for reimbursement. Phase II consists of continued Program Management/ Coordination, Permitting, Construction/Inspection, project close out, and Construction Grant application/approval/reimbursement for retrofits previously approved in Phase I. Grant management services will consist of written and verbal correspondence between the City of West Hollywood, Cal OES and/or FEMA, and submittal of progress reports, invoices, and scope/budget modification requests to the City and required agencies for both phases of the program. In addition, compliance monitoring services include providing technical assistance on Federal grant compliance issues as well as thorough record keeping and maintenance of all documentation necessary for the Federal audit.

Although the following list is not intended to be all inclusive, the firm is expected, at a minimum, to provide the scope services listed below.

1. PHASE I: DESIGN

1.1 Program Development

- a) Work with City staff to develop a grant application and ensure that all appropriate information meeting Cal OES and FEMA regulations is collected
- b) Ensure that the application provides thorough and precise instructions to ensure successful grant funding to owners, designers and contractors and City.
- c) Ensure that the application provides thorough and precise instructions to ensure successful HMGP reimbursement to City.
- d) Develop milestones and set requirements for property owners for each stage of the project.
- e) Assign a program manager would be the point of contact for communication and coordination between the City of West Hollywood, FEMA, Cal OES, applicants, and other required agencies and personnel as deemed necessary.
- f) Assist staff with developing a public online portal for applicants to submit application documents.

1.2 GRANT MANAGEMENT

- a) Develop a schedule for the submission of required progress and final reports and

invoices to CalOES and/or FEMA. The schedule will specify due dates for draft reports and invoices prepared by City staff

- b) Create draft templates for progress reports and invoices based on funding agency requirements
- c) Review progress report and invoice drafts for accuracy and completeness, finalize the drafts, and submit them as per all funding agency requirements with appropriate cover letter and/or email
- d) Review grant invoice drafts for eligibility with grant requirements, and sufficiency/appropriateness of backup materials for the audit file.
- e) Work with City staff to correct any issues discovered during the review of draft reports and invoices
- f) Work with funding agency to correct any issues with submitted reports and invoices
- g) Notify City staff when an original signature is required and provide City with documents for signature and instructions for the submission of the completed documents
- h) Develop, negotiate and submit grant budget, scope, and timeline amendment requests and submit to funding agency as needed
- i) Review and provide guidance on grant eligible costs, and provide analysis on opportunities to fully utilize existing grant money
- j) Advise City staff on strategic actions to ensure 100% of the grant is paid to the City
- k) Participate in teleconferences with the City and/or funding agencies on issues related to grant management
- l) Provide, maintain, and keep updated a file-share website where all of the City's grant related data will be stored and organized. This site will act as a central storage platform allowing the City quick and easy access to progress reports, invoices, deliverables, and other relevant documentation.

1.3 Community Outreach

- a) Assist the City with community outreach efforts by supporting City staff at City Council meetings (approximately 2) and community outreach events (approximately 3).
- b) Provide staff to assist applicants through application process.
- c) Assist with the development of an extensive outreach program including any mailings, web postings, flyers, handouts, and other resources to notify property owners about the grant program as well as provide guidance during the application and reimbursement process.

1.4 Environmental Historic Preservation (EHP) Review Services

- a) Assist with the development of the Environment Historic Preservation (EHP) review process to comply with historical review as required by FEMA HMGP Grant requirements.
- b) Retain qualified professional(s) in Architectural history or Historic Architecture to be approved by FEMA. Individuals will need to work with FEMA for perform a screening review for each project application to verify that required standards are met.

1.5 Project Selection

- a) Review applications for Design grant funding to ensure that projects comply with all FEMA and Cal OES requirements and meet all eligibility requirements to receive reimbursement for design costs.
- b) Coordinate all documents and prepare reimbursement requests for City review and submittal to FEMA and Cal OES.

2. PHASE II – CONSTRUCTION

- 2.1 Assist the City and applicants as they move from the Design Phase into the Construction Phase of the project.
- 2.2 Continued Grant program management and coordination as noted in Phase 1
- 2.3 Review applications for Construction grant funding to ensure that projects comply with all FEMA and Cal OES requirements and meet all eligibility requirements to receive reimbursement for Construction costs.
- 2.4 Coordinate all documents and prepare reimbursement requests for City review and submittal to FEMA and Cal OES.

3. Standard Conditions of Compliance

- 3.1 Provide technical assistance related to compliance with standard conditions of the HMGP. These conditions are described in various FEMA documents via the following link:
<https://www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance>

4. Compliance with City Policy & Procedures

- 4.1 Review all applicable City policy and procedures for compliance with specific grant or any applicable federal grant requirements. Provide technical guidance on how to bring any applicable policies and procedures into compliance.

5. Code of Federal Regulations Compliance

- 5.1 Provide technical assistance related to procurement requirements outlined in the Code of Federal Regulations
- 5.2 Ensure all required Federal language is included in all project-related contracts
- 5.3 Maintain a record of all documentation associated with Code of Federal Regulations Compliance

6. Project Documentation

- 6.1 Create a Project Compliance Checklist summarizing all standard, environmental, procurement, and all other applicable compliance regulations
- 6.2 Review progress on completing each checklist component with City staff monthly throughout duration of project
- 6.3 Alert City staff of any issues regarding compliance

7. Audit Preparation

- 7.1 Audit preparation shall include but not be limited to the following:
 - a) Ensure Project/Grant is Audit-Ready upon Completion for both phases of Project
 - b) Develop & Maintain an Audit Binder and/or online records of the following info including but not limited to:
 - 1. Backup documentation for each component of the Project Compliance Checklist

2. Standard Conditions Compliance documentation
3. Quarterly Progress Reports
4. Financial Reports
5. Project Completion Reports
6. Grant Completion Reports
7. Records of grant reimbursement requests
8. Records of grant reimbursements
9. Contracts executed for the Project
10. Contractor invoices
11. All written correspondence to CalOES and/or FEMA
12. Any other document relevant to the Project's HMGP grant funding

ATTACHMENT 2

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

This Agreement is made on this ___th day of _____, 2021, 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 _____ (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for services as outlined below;
- B. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;
- C. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;
- D. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

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

- 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
- 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on _____ 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 Ben Galan 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, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel

unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

8. **INSURANCE REQUIREMENTS.**

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

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

This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

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

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or

CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.
- 8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
- 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
- 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
- 8.2.8. CONTRACTOR agrees to provide immediate notice to City of any claim or loss against CONTRACTOR arising out of the work

performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by City due to the breach.
- 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.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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.

25. **FEDERAL FUNDING REQUIREMENTS.** FEMA financial assistance will be used to fund all or a portion of this Agreement. CONTRACTOR shall comply with all federal requirements including, but not limited to, the following:

25.1. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

25.2. Federal Contract Provisions attached hereto as Exhibit D and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

John Keho, PDS Director

David Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk

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

Scope of Services:

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

See EXHIBIT E for Scope of Services

Time of Performance:

Completion of Phase 1: September 18, 2022

Deliverables and additional milestones TBD upon selection of Consultant.

Special Payment Terms:

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

TBD upon selection of Consultant

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit B

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

<i>TO:</i>	City of West Hollywood
<i>SUBJECT:</i>	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

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

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

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

Contractor Signature _____

Printed Name of Contractor _____

Date _____

CITY OF WEST HOLLYWOOD CODE OF ETHICS FOR CONTRACTORS

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

Policy 1. CONTRACTORS shall be committed to the CITY.

Rules:

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

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

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

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

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

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

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

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

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

Rules:

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

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

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

Rules:

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

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

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

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

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

Approved by City Council Minute Order on February 3, 2020

**CITY OF WEST HOLLYWOOD
FEDERAL CONTRACT PROVISIONS**

1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Agreement include administrative, contractual, or legal remedies in instances where CONTRACTOR violates or breaches the terms of the Agreement and includes provisions for termination for cause or convenience by the CITY, including the manner by which it will be effected and the basis for settlement.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this Agreement meets the definition of a “federally assisted construction contract” in 41 C.F.R. § 60-1.3, then CONTRACTOR shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60::

(i) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

(iv) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**CITY OF WEST HOLLYWOOD
FEDERAL CONTRACT PROVISIONS**

(v) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted

**CITY OF WEST HOLLYWOOD
FEDERAL CONTRACT PROVISIONS**

construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act:

(i) Pursuant to the Clean Air Act, (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(d) Appendix II to Part 200 (H) – Debarment and Suspension:

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**CITY OF WEST HOLLYWOOD
FEDERAL CONTRACT PROVISIONS**

(iv) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(e) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act:

(i) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(ii) Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**CITY OF WEST HOLLYWOOD
FEDERAL CONTRACT PROVISIONS**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

(f) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) In the performance of this Agreement, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the Agreement performance schedule; Meeting Agreement performance requirements; or At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

(g) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) CONTRACTOR shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**CITY OF WEST HOLLYWOOD
FEDERAL CONTRACT PROVISIONS**

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(h) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) CONTRACTOR shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts

(ii) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. ACCESS TO RECORDS & RECORD RETENTION

(a) Access to Records. The following access to records requirements apply to this Agreement:

(i) The CONTRACTOR agrees to provide the State, CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(ii) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**CITY OF WEST HOLLYWOOD
FEDERAL CONTRACT PROVISIONS**

(iii) The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

(iv) In compliance with the Disaster Recovery Act of 2018, the CITY and the CONTRACTOR acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3. MISCELLANEOUS PROVISIONS

(a) The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(b) This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(c) The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the CITY, CONTRACTOR, any subcontractors or any other party pertaining to any matter resulting from the Agreement.

(d) CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.

**SCOPE OF WORK
GRANT PROGRAM DEVELOPMENT,
MANAGEMENT & COMPLIANCE SERVICES**

SCOPE OF WORK

The City is seeking a qualified firm with experience and expertise in working with FEMA grants to provide grant program development, management and compliance monitoring services specifically for the HMGP grant funding awarded to the City of West Hollywood for the Seismic Retrofit Grant Program. The program will consist of two phases, Phase I and Phase II. Phase I consists of Grant Program Development/Management, Community Outreach, and submittal of seismic retrofit design documents which include Screening Reports, Engineering/Design Plans, Plan Check, and Design Grant Applications for project selection and submittal to FEMA for reimbursement. Phase II consists of continued Program Management/ Coordination, Permitting, Construction/Inspection, project close out, and Construction Grant application/approval/reimbursement for retrofits previously approved in Phase I. Grant management services will consist of written and verbal correspondence between the City of West Hollywood, Cal OES and/or FEMA, and submittal of progress reports, invoices, and scope/budget modification requests to the City and required agencies for both phases of the program. In addition, compliance monitoring services include providing technical assistance on Federal grant compliance issues as well as thorough record keeping and maintenance of all documentation necessary for the Federal audit.

Although the following list is not intended to be all inclusive, the firm is expected, at a minimum, to provide the scope services listed below.

1. PHASE I: DESIGN

1.1 Program Development

- a) Work with City staff to develop a grant application and ensure that all appropriate information meeting Cal OES and FEMA regulations is collected
- b) Ensure that the application provides thorough and precise instructions to ensure successful grant funding to owners, designers and contractors and City.
- c) Ensure that the application provides thorough and precise instructions to ensure successful HMGP reimbursement to City.
- d) Develop milestones and set requirements for property owners for each stage of the project.
- e) Assign a program manager would be the point of contact for communication and coordination between the City of West Hollywood, FEMA, Cal OES, applicants, and other required agencies and personnel as deemed necessary.
- f) Assist staff with developing a public online portal for applicants to submit application documents.

1.2 GRANT MANAGEMENT

- a) Develop a schedule for the submission of required progress and final reports and

invoices to CalOES and/or FEMA. The schedule will specify due dates for draft reports and invoices prepared by City staff

- b) Create draft templates for progress reports and invoices based on funding agency requirements
- c) Review progress report and invoice drafts for accuracy and completeness, finalize the drafts, and submit them as per all funding agency requirements with appropriate cover letter and/or email
- d) Review grant invoice drafts for eligibility with grant requirements, and sufficiency/appropriateness of backup materials for the audit file.
- e) Work with City staff to correct any issues discovered during the review of draft reports and invoices
- f) Work with funding agency to correct any issues with submitted reports and invoices
- g) Notify City staff when an original signature is required and provide City with documents for signature and instructions for the submission of the completed documents
- h) Develop, negotiate and submit grant budget, scope, and timeline amendment requests and submit to funding agency as needed
- i) Review and provide guidance on grant eligible costs, and provide analysis on opportunities to fully utilize existing grant money
- j) Advise City staff on strategic actions to ensure 100% of the grant is paid to the City
- k) Participate in teleconferences with the City and/or funding agencies on issues related to grant management
- l) Provide, maintain, and keep updated a file-share website where all of the City's grant related data will be stored and organized. This site will act as a central storage platform allowing the City quick and easy access to progress reports, invoices, deliverables, and other relevant documentation.

1.3 Community Outreach

- a) Assist the City with community outreach efforts by supporting City staff at City Council meetings (approximately 2) and community outreach events (approximately 3).
- b) Provide staff to assist applicants through application process.
- c) Assist with the development of an extensive outreach program including any mailings, web postings, flyers, handouts, and other resources to notify property owners about the grant program as well as provide guidance during the application and reimbursement process.

1.4 Environmental Historic Preservation (EHP) Review Services

- a) Assist with the development of the Environment Historic Preservation (EHP) review process to comply with historical review as required by FEMA HMGP Grant requirements.
- b) Retain qualified professional(s) in Architectural history or Historic Architecture to be approved by FEMA. Individuals will need to work with FEMA for perform a screening review for each project application to verify that required standards are met.

1.5 Project Selection

- a) Review applications for Design grant funding to ensure that projects comply with all FEMA and Cal OES requirements and meet all eligibility requirements to receive reimbursement for design costs.
- b) Coordinate all documents and prepare reimbursement requests for City review and submittal to FEMA and Cal OES.

2. PHASE II – CONSTRUCTION

- 2.1 Assist the City and applicants as they move from the Design Phase into the Construction Phase of the project.
- 2.2 Continued Grant program management and coordination as noted in Phase 1
- 2.3 Review applications for Construction grant funding to ensure that projects comply with all FEMA and Cal OES requirements and meet all eligibility requirements to receive reimbursement for Construction costs.
- 2.4 Coordinate all documents and prepare reimbursement requests for City review and submittal to FEMA and Cal OES.

3. Standard Conditions of Compliance

- 3.1 Provide technical assistance related to compliance with standard conditions of the HMGP. These conditions are described in various FEMA documents via the following link:
<https://www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance>

4. Compliance with City Policy & Procedures

- 4.1 Review all applicable City policy and procedures for compliance with specific grant or any applicable federal grant requirements. Provide technical guidance on how to bring any applicable policies and procedures into compliance.

5. Code of Federal Regulations Compliance

- 5.1 Provide technical assistance related to procurement requirements outlined in the Code of Federal Regulations
- 5.2 Ensure all required Federal language is included in all project-related contracts
- 5.3 Maintain a record of all documentation associated with Code of Federal Regulations Compliance

6. Project Documentation

- 6.1 Create a Project Compliance Checklist summarizing all standard, environmental, procurement, and all other applicable compliance regulations
- 6.2 Review progress on completing each checklist component with City staff monthly throughout duration of project
- 6.3 Alert City staff of any issues regarding compliance

7. Audit Preparation

- 7.1 Audit preparation shall include but not be limited to the following:
 - a) Ensure Project/Grant is Audit-Ready upon Completion for both phases of Project
 - b) Develop & Maintain an Audit Binder and/or online records of the following info including but not limited to:
 - 1. Backup documentation for each component of the Project Compliance Checklist

2. Standard Conditions Compliance documentation
3. Quarterly Progress Reports
4. Financial Reports
5. Project Completion Reports
6. Grant Completion Reports
7. Records of grant reimbursement requests
8. Records of grant reimbursements
9. Contracts executed for the Project
10. Contractor invoices
11. All written correspondence to CalOES and/or FEMA
12. Any other document relevant to the Project's HMGP grant funding



June 1, 2021

Paul Arevalo
City Manager
West Hollywood, City of
8300 Santa Monica Boulevard
West Hollywood, CA 90069

Subject: **Notification of Subapplication Approval**
Hazard Mitigation Grant Program
FEMA-**4407**-DR-CA, Project #**PJ0394**, FIPS #**037-84410**

Dear Mr. Arevalo:

The California Governor's Office of Emergency Services (Cal OES) received notification that the Federal Emergency Management Agency (FEMA) has approved your organization's subaward application in the amount of **\$1,968,591.00**. A copy of the FEMA award package is enclosed for your records. In order to receive payment as a grant subrecipient, your organization must have the following on file with the Recovery Financial Processing Unit:

- A valid, current (approved within the last 3 years) Governing Body Resolution
- A Project Assurances for Federal Assistance agreement
- A Supplemental Grant Subaward Information sheet
- A current Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure form. This form must be submitted each fiscal year.
- An active DUNS Number registration with the federal System for Award Management (SAM) website. The registration must remain active for the duration of this grant subaward.

For your convenience, this subapplication approval package includes the required post-obligation documents as well as guides to completing and renewing a SAM registration. Please complete the documents and mail copies to the address listed at the end of this letter, keeping the originals with your records. Alternatively, you may scan and email the completed documents to the Recovery Financial Processing Unit at HMgrantsPayments@CalOES.ca.gov. Electronic copies of the post-obligation documents can also be requested at the same address.



Payments will be made on a reimbursement basis using the enclosed Hazard Mitigation Reimbursement Request Form. A ten percent (10%) retention will be withheld from all reimbursement payments and will be released as part of the subaward closeout process.

Reimbursements can be made only for items listed on the approved subaward application. Expenditures for any other work should be separately maintained and are the sole responsibility of the subrecipient. Any funds received in excess of current needs or approved amounts, or those found owed as a result of a final inspection or audit, must be refunded to the State within 30 days of receipt of an invoice from Cal OES.

When mailing documents to the Recovery Financial Processing Unit, please use the following address:

California Governor's Office of Emergency Services
Attention: Recovery Financial Processing Unit
3650 Schriever Avenue
Mather, CA 95655

For further assistance regarding post-obligation documents or the reimbursement request process, please contact the Recovery Financial Processing Unit at (916) 845-8110. For program-related questions, please contact the Hazard Mitigation Grants Programs Unit at (916) 845-8150.

Recovery Financial Processing Unit

Enclosures

c: Applicant's File

*The Recovery Financial Processing Unit has universal resolution No. 20-5205, passed on 04/06/20, on file. A copy of the resolution is included in this package for your review. With your permission, the resolution can be applied to this project.





FEMA

May 18, 2021

Received
May 19 2021
Financial Processing Unit

Mark S. Ghilarducci, Director
Governor's Authorized Representative
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

Reference: Application Approval, HMGP DR-4407-394-062R
City of West Hollywood, California
Citywide Retrofit of Seismically Deficient Buildings, Phase One
FIPS Code: 037-84410, Supplement 104

Dear Mr. Ghilarducci:

We approve and issue Hazard Mitigation Grant Program (HMGP) funds for the City of West Hollywood (sub-recipient), HMGP DR-4407-394-062R, Citywide Retrofit of Seismically Deficient Buildings, Phase One.

The total project cost for Phase One is \$2,624,788. As shown in the enclosed Obligation Report - Supplement 104, we are obligating \$1,968,591 for the 75 percent Federal share; the 25 percent non-Federal share is \$656,197. These funds are available in SmartLink for immediate and eligible disbursements. The following is a summary of the approved funding:

Project Phase:	Federal Share:	Non-Federal Share:	Total Project Cost:
Phase One, Supplement 104	\$1,968,591	\$656,197	\$2,624,788

This HMGP project approval and obligation of funds are subject to the following conditions:

- 1. Scope of Work (SOW)** – The City of West Hollywood will evaluate and structurally retrofit seismically deficient residential buildings within the City. Typical retrofit designs may include alteration, replacement, or addition of structural elements and their connections along the weakened open wall lines in Soft, Weak or Open-Front (SWOF) wood structures or locations of major deficiencies in non-ductile concrete structures and pre-Northridge moment frame structures. Overall, the project will occur in two phases. Phase One will consist of program development, community outreach, conducting engineering evaluation reports, development of engineering plans, designing the grant application, and selection of individual retrofit projects for submittal to FEMA for review during Phase Two. Phase Two, to be reviewed once the property list and designs

have been developed, will consist of program management, permitting, construction and post-construction inspections.

The following Phase One activities and deliverables are expected:

Phase One Activity	Estimated Timeline
Eligibility Determination/Screening Report	3 Months
Engineering/Design Plans	3 Months
Qualified Professional/ Review Process for SHPO	6 Month
Design Grant Application	1 Month
Initial Project Selection/Plan Check	3 Months

Please provide the above-referenced deliverables once completed to the assigned FEMA Hazard Mitigation Assistant (HMA) Specialist for review and inclusion within the official grant file.

- 2. Phase One Completion Date** – The work schedule included with the project application indicates that Phase One will take 16 months to complete; therefore, the Phase One completion date is September 18, 2022. All Phase One project deliverables must be submitted to the assigned FEMA HMA Specialist by the Phase One completion date. Please inform the sub-recipient that work completed after this date is not eligible for federal funding, and that federal funds may be de-obligated for work completed outside the completion date when there is no approved time extension.
- 3. Phase Two Approval** – Please inform the sub-recipient that Phase Two approval is contingent on programmatic review and Environmental and Historical Preservation (EHP) approval. Phase Two activities may not commence until written approval has been received. Any Phase Two activities completed prior to approval may be de-obligated. In addition, if Phase Two is unapproved, federal funds may be de-obligated for previously completed Phase One activities.
- 4. Record of Environmental Considerations (REC)** – Phase One (Design/Development) of this project has been determined to be Categorical Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001-01, Revision 1. Categorical Exclusions a4 (information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) and a7 (commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature) have been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. Please reference the enclosed REC for further information.

- 5. Standard Conditions** – This project approval is subject to the enclosed *Standard Mitigation Grant Program (HMGP) Conditions*, amended August 2018. Please note that federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions or need further assistance please contact Thomas Berry, Sr. Grants Management Specialist, by email thomas.berry@fema.dhs.gov, or phone (510) 627-7180.

Sincerely,

KATHRYN J LIPIECKI

Digitally signed by KATHRYN J
LIPIECKI
Date: 2021.05.18 16:57:17 -07'00'

Kathryn Lipiecki
Director, Mitigation Division
FEMA Region 9

Enclosures (4):

Obligation Report - Supplement 104
Project Management Report
Record of Environmental Considerations (REC)
Standard Mitigation Grant (HMGP) Conditions

cc:

Jennifer Hogan, State Hazard Mitigation Officer, California Governor's Office of
Emergency Services
Anthony Roggio, Program Officer, California Governor's Office of Emergency Services
Robert McCord, Chief, Hazard Mitigation Assistance Branch, FEMA Region 9

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4407	62 ·R	0	394	1	104	CA	Statewide

Subrecipient: West Hollywood (Br. P.O. name West)
Subrecipient FIPS Code: 037-84410

Project Title : West Hollywood, Citywide Retrofit of Seismically Deficient Buildings

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation		
\$1,968,591.00	\$1,968,591.00	\$0.00	\$0.00		
Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$1,968,591.00	\$0.00	\$1,968,591.00	04/27/2021	Accept	2021

Comments

Date: 04/27/2021 User Id: SSCOTT39

Comment: Approved funding for West Hollywood, Citywide retrofit of seismically deficient buildings for \$1,968,591.00.

Authorization

Preparer Name: STEVEN SCOTT

Preparation Date: 04/27/2021

HMO Authorization Name: THOMAS BERRY

HMO Authorization Date: 04/27/2021

KATHRYN J LIPIECKI Digitally signed by KATHRYN J LIPIECKI
Date: 2021.05.18 16:57:52 -07'00'

Authorizing Official Signature

Authorizing Official Title

Authorization Date

Authorizing Official Signature

Authorizing Official Title

Authorization Date

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4407	62-R	0	394	CA	Statewide

Subrecipient: West Hollywood (Br. P.O. name West)

FIPS Code: 037-84410

Project Title : West Hollywood, Citywide Retrofit of Seismically Deficient Buildings

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : West Hollywood, Citywide Retrofit of Seismically Deficient Buildings

Recipient : Statewide

Subrecipient : West Hollywood (Br. P.O. name Wes

Recipient County Name : Los Angeles

Subrecipient County Name : Los Angeles

Recipient County Code : 37

Subrecipient County Code : 37

Recipient Place Name : West Hollywood (Br. P.O. name West)

Subrecipient Place Name : West Hollywood (Br. P.O. name Wes

Recipient Place Code : 0

Subrecipient Place Code : 84410

Project Closeout Date : 00/00/0000

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
0	am Development/Management (entire duration of Ph	16 Months	00/00/0000	00/00/0000	00/00/0000
0	Community Outreach	3 Months	00/00/0000	00/00/0000	00/00/0000
0	Eligibility	3 Months	00/00/0000	00/00/0000	00/00/0000
0	Engineering	3 Months	00/00/0000	00/00/0000	00/00/0000
0	Plan Check	2 Months	00/00/0000	00/00/0000	00/00/0000
0	EHP Review	2 Months	00/00/0000	00/00/0000	00/00/0000
0	Grant Application	1 Month	00/00/0000	00/00/0000	00/00/0000
0	Project Selection	1 Month	00/00/0000	00/00/0000	00/00/0000
0	Two (20 months; approval contingent on Phase 1 com	0 Months	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
\$2,624,788.00	75.000000000	\$1,968,591.00	25.000000000	\$656,197.00

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES/DFSC Support Req ID	ES/DFSC Amend Nr	Proj Alloc Amount Fed Share	Subrecipient Management Cost	Total Alloc Amount
37	A	04/27/2021	04/27/2021	2021	3271424	15	\$1,968,591.00	\$0.00	\$14,067,613.50
Total							\$1,968,591.00	\$0.00	\$14,067,613.50

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	SFS Support Req ID	SFS Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Subrecipient Management Cost	Total Obligated Amount
1	A	04/27/202	04/27/2021	2021	3507280	0	104	\$1,968,591.00	\$0.00	\$1,968,591.00
Total								\$1,968,591.00	\$0.00	\$1,968,591.00

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-394-62 (Phase 1 - Development)

Title: West Hollywood Citywide Retrofits (Phase 1 - Development)

NEPA DETERMINATION

Non Compliant Flag: No EA Draft Date: EA Final Date: EA Public Notice Date: EA Fonsi Level: CATEX EIS Notice of Intent EIS ROD Date:

Comment The City of West Hollywood proposes to evaluate and structurally retrofit seismically deficient buildings in the City. Typical retrofit designs could include alteration, repair, replacement, or addition of structural elements and their connections along the weakened open wall lines in SWOF wood structures or locations of major deficiencies in non-ductile concrete structures and pre-Northridge moment frame structures.

Additionally, Phase One program development will include the development of the EHP review process. The City in consultation with FEMA will develop an approval process for Section 106 historical review.

Phase 1 (Design/Development) of this project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001-01, Revision 1.

CATEX CATEGORIES

Table with 3 columns: Catex Category Code, Description, Selected. Rows include a4 and a7 categories with detailed descriptions and 'Yes' selection status.

23:44:51

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-394-62 (Phase 1 - Development)

Title: West Hollywood Citywide Retrofits (Phase 1 - Development)

Catex Category Code	Description	Selected
	assessments of infrastructure.	

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The proposed action is to provide funding to the subrecipient for Phase 1 development funds, without any proposed physical disturbance. These actions would result in no impacts to endangered species. ESA review will need to be completed prior to implementing any

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-394-62 (Phase 1 - Development)

Title: West Hollywood Citywide Retrofits (Phase 1 - Development)

Environmental Law/ Executive Order	Status	Description	Comment
			subsequent phases of the project. The proposed scope of work will not destroy or adversely modify suitable habitat and will not affect any other listed or proposed species. It is therefore determined the proposed action would have No Effect on listed species and consultation with the Services under Section 7 of the Endangered Species Act is not required. - dcohen3 - 03/23/2021 22:37:37 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The Undertaking complies with Stipulation I.A.7.f. (assistance provided for planning, studies, design and engineering costs that involve no commitment of resources other than staffing and associated funding) of the Programmatic Agreement among the Federal Emergency Management Agency (FEMA), State Historic Preservation Office (SHPO) and California Office of Emergency Services (Cal OES), signed October 29, 2019. Thus, the Undertaking does not require SHPO review, and FEMA has no further Section 106 responsibilities in accordance with 36 CFR § 800.3(a)(1). No ground disturbance is proposed. - dcohen3 - 03/23/2021 22:36:19 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-394-62 (Phase 1 - Development)

Title: West Hollywood Citywide Retrofits (Phase 1 - Development)

CONDITIONS**Standard Conditions:**

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.
2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.
3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.
4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.
7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.
9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.
10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.
11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subapplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.
12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.
14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.
16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.
17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).
18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.