

Request for Proposals

EQUITABLE BUILDING PERFORMANCE STANDARDS - POLICY DEVELOPMENT AND ENGAGEMENT SUPPORT

Date Issued: August 3, 2023

Questions Due: August 11, 2023
by 6:00 PM (Pacific Time)

Proposal Due: September 15, 2023
by 5:00 PM (Pacific Time)



WEHO
CLIMATE
ACTION

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Introduction

This scope of work outlines the tasks and deliverables for a technical and engagement team to develop benchmarking and equitable building performance standards that require existing buildings to improve their performance over time in the City of West Hollywood (City). This project aims to reduce carbon emissions from existing buildings and to develop a building performance standard policy that is both cost-effective and technically feasible.

The US Department of Energy (DOE) is currently working with the City to develop a building and housing stock analysis and modeling for different metrics, targets, and covered buildings. The City is seeking a consultant team (prime and sub-consultants) to work with staff, the DOE, community members, and building stakeholders to review DOE's technical analysis and develop benchmarking and equitable building performance standards that help the City meet its goal of carbon neutrality by 2035.

The project team should have experience in energy benchmarking and building performance standards; building energy efficiency; knowledge of electrification technologies and understanding of electrification retrofits in the residential and nonresidential sectors; retrofit approaches that result in deep emissions reductions in existing buildings; financial analysis of building retrofit projects; qualifications in community resilience; demonstrated expertise in community engagement and equity; and relationships with and understanding of commercial and multi-family industry groups, associations, and large building owners in the Los Angeles region.

Background

West Hollywood is known for its progressive public policies and sensitivity to LGBTQ, civil rights, and human rights issues. The City also administers extensive support for its seniors, youth, and constituents, including housed and unhoused community members, through its robust social services programs. And the provision of stable housing through rent stabilization is a core value.

The City of West Hollywood is committed to reducing its carbon footprint and achieving carbon neutrality. On December 20, 2021, the City adopted its [Climate Action and Adaptation Plan \(WeHo Climate Action\)](#), which establishes a path for the City to reach carbon neutrality by 2035 and adapt to climate change's impacts. To reach carbon neutrality, the City must reduce community-wide GHG emissions by 68.4% by 2035 compared to 2018 levels.

Based on its 2018 GHG inventory, buildings are the city's largest source of carbon emissions, and reducing these emissions is a critical step toward achieving carbon neutrality. Developing existing building decarbonization strategies is a key part of this effort, especially now that over 90% of the West Hollywood community receives 100% Green Power through the City's participation in the local community choice aggregate, Clean Power Alliance.

Since the early 2000s, the City of West Hollywood has exhibited leadership in sustainability with its commitment to climate action and sound environmental policies. A variety of plans, policies, and

programs have been developed to reduce greenhouse gas emissions in buildings, including:

- [General Plan](#) (2011)- The 2021 WeHo Climate Action and 2011 Climate Action Plan (CAP) implements policy IRC-6.3 of the West Hollywood General Plan Infrastructure, Resources, and Conservation Element.
- [Climate Action Plan](#) (2011)- set goal to reduce GHG emissions 25% below 2008 levels by 2035. Between 2008 and 2018, the City surpassed this goal and reduced its GHG emissions by 31%.
- [Go Solar West Hollywood](#) (2017) –provides a free service to residents and businesses looking to procure solar.
- [Clean Power Alliance](#) (2017) – starting in 2019, the City and community defaulted to 100% clean, renewable energy to power their homes, businesses, and facilities.
- [EV Charge Up West Hollywood](#) (2018) –establishes minimum thresholds for EV charging readiness in new construction beyond State code requirements.
- Transportation Demand Management Ordinance (2018) –supports GHG reduction goals through alternative transportation options.
- [Green Building Program Update](#) (2019) –updates the City’s landmark environmental policy to reflect advancements in the green building industry.
- [WeHo Climate Action](#) (2021)- establishes a path for the City to reach carbon neutrality by 2035 and adapt to climate change's impacts through programs like Equitable Building Performance Standards and Retrofit Accelerator for existing buildings and reach codes for new buildings.

The City operates as a “contract city,” using private firms and other governmental agencies to provide some of the traditional municipal services to the community. The City provides general governmental services, such as planning, public works, rent stabilization, parking, and recreation services. The County of Los Angeles provides library services and fire services, independent of the City. Law enforcement services are provided by contract with the Los Angeles County Sheriff’s Department and are administered by the City’s Public Safety Department.

Relevant Findings from City Studies

Below are relevant findings from past City studies to provide background on the City's demographics and housing stock:

Climate Vulnerability Assessment (2021)

The Climate Vulnerability Assessment (Appendix B) of WeHo Climate Action found that the City is generally less vulnerable than other parts of the region when considering both exposure and social vulnerability. However, the eastern part of the City displays slightly higher concentrations of sensitive subpopulations. When examining individual indicators on a census tract level, the city has a higher prevalence than the County in the following three indicators: older adults, disabled persons, and persons without access to a vehicle.

West Hollywood Apartment Rehabilitation Study (2016)

The following summarizes findings from existing conditions in West Hollywood's demographic trends and housing stock in the City's 2016 Apartment Rehabilitation Study:

Demographics: West Hollywood is physically built-out and maintains a stable population characterized by small households. The overwhelming majority of households are renters who earn low incomes. Approximately half of all renter households face a housing cost burden (pay more than 30 percent of income for rent and utilities).

Rental Inventory: In 2013, there were approximately 24,000 housing units in the City, of which 78.6 % (or 17,282 units) were rentals, and 70% (or 16,895 units) were covered under the Rent Stabilization Ordinance. These percentages are substantially higher than for the City of Los Angeles or the County.

- The median year built for renter-occupied structures is 1959, which suggests some rental buildings need major system upgrades, such as new roofs and electrical systems. Within the rent-stabilized housing stock, the majority of units are either studios or one-bedrooms.
- Age of Renters: While the largest proportion of renter households in West Hollywood was aged 35 to 64 in 2013, the City also contained a relatively large concentration of senior renter householders (age 65+). Just over 16 % of household members were age 65+ in 2013, compared to 12 % in the City of Los Angeles and LA County.



Objectives

The City of West Hollywood is seeking a policy development and engagement consultant team to work with staff, partner agencies, community members, and stakeholders to develop a Benchmarking policy and Equitable Building Performance Standard that will support reducing carbon and increasing social and racial equity by:

- Reducing energy use
- Electrifying as much as possible
- Increasing renewable energy to reduce fossil fuel consumption
- Provide complementary support programs and assistance for buildings
- Support the local workforce
- Support underserved populations

Scope of Work

The following tasks and deliverables are included in the scope of work:

Task 1: Community Engagement and Outreach

The consultant will lead community engagement and outreach from the start of the project through the development of all technical tasks, with support and in consultation with City staff and DOE staff. Community engagement should inform criteria by which to evaluate the options for the city's Equitable Building Performance Standard (EBPS) policy design and framework. A well-rounded community engagement process is needed to identify equity considerations specific to the constituents and communities of concern, with a particular focus on low-income households, communities of color, and sensitive subpopulations. West Hollywood has relatively high numbers of older adults, people with disabilities, and people without vehicle access.

As part of the community engagement process, the consultant will identify and conduct outreach to relevant stakeholder groups including, but not limited to, neighborhood associations, restaurant associations, hospitality groups, property owners, and the West Hollywood Chamber of Commerce.

The consultant will:

- Hold 2 scoping calls with City staff and DOE staff to discuss needs and goals for outreach.
- Develop a community engagement strategy to engage the public and key stakeholders through all stages of this work, with a particular focus on low-income households, communities of color, and sensitive subpopulations.
- The community engagement strategy should draw on findings from the Building and Housing Stock Analysis to identify targeted and/or priority



building types, a list of key stakeholders for engagement, and a clear methodology for conducting the outreach.

- Conduct community engagement and outreach activities to raise awareness of the decarbonization strategies outlined in 2021 WeHo Climate Action and solicit input and feedback from building owners, tenants, business owners, and other stakeholders.
- Identify each stakeholder’s role in implementation based on community input.
- Prepare communication and presentation materials.
- Prepare and present findings and recommendations to the West Hollywood community and various stakeholder groups. Presentation materials should be succinct, easy to understand, visually engaging, and written in an accessible format.
- Utilize findings from the engagement process to inform the work in Tasks 2, 3, and 4.

Task 1 Deliverables:

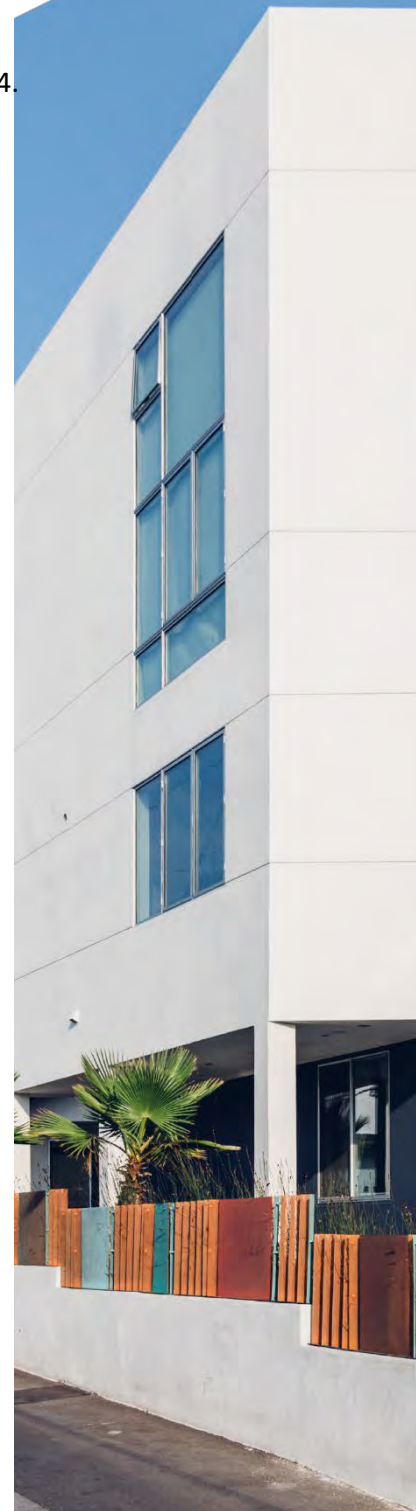
- 2 scoping calls with City and DOE staff
- Community Engagement Strategy
- Facilitation of at least 4 in-person stakeholder workshops
- Stakeholder database that includes organization name, contact person, contact information, and other relevant information
- Engagement materials and guidance
- Presentation materials of the suite of policy options that could be used for various audiences, including the City Council, Planning Commission, and other community stakeholders. Materials should be provided in PowerPoint and PDF formats.
- Written summary of key themes and input received during engagement tasks.

Task 2: Technical Analysis / Policy Development

The US Department of Energy (DOE) is currently working with the City to develop a building and housing stock analysis and modeling for different metrics, targets, and covered buildings. DOE will lead the development of the Building and Housing Stock Analysis and begin technical analysis.

Once onboard, the consultant will review and make policy recommendations based on DOE’s Building and Housing Stock Analysis and modeling analysis, and ongoing community engagement (Task 1). The consultant team will collaborate with the West Hollywood and DOE to estimate retrofit costs for selected building types. If additional technical analysis is needed beyond DOE’s modeling and analysis to support the development of the City’s benchmarking and building performance standards policy, the consultant will perform additional analysis with support from and in coordination with DOE staff.

The consultant will be provided with the following data from the City and DOE, including



but not limited to:

- Climate Vulnerability Assessment (2021)
- West Hollywood Apartment Rehabilitation Study (2016)
- Building and Housing Stock Analysis (in progress with DOE)
- City's 2015 building database for the seismic program
- Benchmarking data from buildings 50,000 square feet and above that reported to the State
- DOE's analysis and modeling of the impacts of various metrics (EUI and GHG), targets, and covered buildings scenarios

The consultant will analyze the provided and collected data to provide recommendations for the City's benchmarking and equitable building performance standards policy framework, including:

- The scope of covered buildings by building type and building size threshold
- Benchmarking and building performance metrics
- Interim and final performance standards for covered buildings that meet the City's 2035 carbon neutrality goal
- Compliance pathways
- The cost of compliance and what gap a penalty might need to fill

The consultant should consider alternative compliance years and phasing stages for the final standards and summarize the pros and cons of each option in terms of GHG emissions reductions, cost of compliance, and other economic costs and benefits.

The final performance standards should help the City meet its goal of carbon neutrality by 2035. The consultant will meet with City staff, the DOE team, community stakeholders, and partners to facilitate selecting a preferred approach or combination of options that are technically achievable, cost-effective, and would meet the City's climate goals, accounting for technology and practice improvements that are likely to occur before 2035.

Task 2 Deliverables:

A recommendations report for the City's benchmarking and equitable building performance standards framework addressing all items in the Task 2 list, including:

- Summary of data analyzed provided by the City and DOE and additional data collected
- Recommendation on covered buildings
- Recommendation on benchmarking and building performance metrics
- Recommendation on interim and final performance standards for covered buildings
- Compliance pathways and the cost of compliance to help the City determine potential penalties
- Using existing data and DOE support, estimate of costs and benefits of compliance with standards for building owners

- Supporting documentation and calculations (e.g., spreadsheets, databases) for the recommendations proposed

Task 3: Benchmarking and Equitable Building Performance Standards Ordinance Support

The consultant will meet with City staff, community stakeholders, and partners to facilitate selecting a preferred approach or combination of options. Based on the City's preferred approach, the consultant will assist City staff in preparing the ordinance and related documents needed to codify the benchmarking policy and equitable building performance standards for existing buildings.

Task 3 Deliverables:

- Input on drafted Benchmarking and Equitable Building Performance Standard Ordinances
- Present and available for questions at the Planning Commission and City Council meetings

Task 4: Existing Building Decarbonization Implementation Plan

The consultant will develop a comprehensive implementation plan that outlines the steps, timelines, and responsibilities for the City to implement its benchmarking and equitable building performance standards that include:

- A financial plan identifying potential funding sources and financing mechanisms for the City to implement its benchmarking and equitable building performance standards policies.
- Identify supportive programs and provide recommendations for supporting building owners and tenants, such as a Retrofit Accelerator, HelpDesk, and funding.

Task 4 Deliverables:

- Draft and Final Existing Building Decarbonization Implementation Plan

Task 5: Grant Support (Optional)

The consultant will research and identify funding opportunities to assist the City with implementing the recommendations in the Existing Building Decarbonization Implementation Plan. Funding opportunities should focus on grants and other financial assistance for implementation of benchmarking and equitable building performance standards, but may also include technical assistance and support for residents and building owners. In coordination with City staff, the consultant will provide general support, project management, and facilitation for identified grant applications as well as lead the development and writing of grant applications to funding agencies/organizations.

Task 5 Deliverables:

- A matrix of funding opportunities
- General support and project management for grant applications
- Prepare grant applications and supporting documentation

RFP Process Schedule

RFP Schedule & Deadlines	Date
RFP Issued by the City	August 3, 2023
RFQ Questions Due on PlanetBids	August 11, 2023
City Responses Posted on PlanetBids	August 15, 2023
Proposal Due on PlanetBids	September 15, 2023
Consultant Interviews and Selection	September 26-29, 2023
Awarding of Contract and Contract Signing	October 2023
Project Kickoff	November 2023

Project Timeline

The project timeline is as follows:

Date	Task
November 2023 - October 2024	Community Engagement and Outreach Technical Analysis and Policy Development
October 2024	Benchmarking and Equitable Building Performance Standards Ordinance Adoption
November 2024	Existing Building Decarbonization Implementation Plan

Consultant Selection Process

The following section outlines the submission requirements and selection process.

Proposal Submission Instructions

Applicant should submit by one (1) digital copy of the submission on PlanetBids (<https://pbsystem.planetbids.com/portal/22761/>) no later than September 15, 2023 at 5pm (Pacific Time). Proposals cannot be accepted after this time. No oral, telephonic, faxed, emailed, or telegraphic proposals or modifications of proposals will be considered.

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

Proposal Submission Requirements

Proposals must be clear, succinct, and not exceed twenty (20) pages, excluding optional communications materials.

All submittals will be evaluated on the completeness and quality of the content. Only those applicants providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail. The applicant must provide all information as requested in this RFP. Responses must follow the format outlined below. Additional materials beyond the stated page limit may not be considered. The City may reject as non-responsive at its sole discretion any Qualification Package or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Responses shall be organized in the following manner:

1) Cover Letter: An overall introduction is required, including a statement of the Team's understanding of the needs of the City. The Cover Letter must state the name of the person(s) authorized to represent the Team in any negotiations, the name(s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and email addresses. A legal representative of the Team, authorized to bind the company in contractual matters must sign the Cover Letter. The letter may also briefly set forth any particular information the Team wishes to bring to the City's attention.

2) Executive Summary: Teams must include an Executive Summary. This part of the response to the RFQ should be limited to a brief narrative highlighting the company's Qualifications. The summary should contain as little technical jargon as possible and should be oriented toward nontechnical personnel. Please include any benefits your Team has over competitors.

3) Company Background: Teams must provide their response to the following statements and questions in this section.

- Name of company.
- Name of parent company, if applicable.
- Identification as minority- and women-owned business enterprise or non-profit organizations, if applicable.
- Company website address.
- Number of years in business.
- How many employees are in your company?
- How many employees are available to work on this project?



- Company's experience in providing comparable services to other organizations.

4) Statement of Understanding: Teams shall include a statement of understanding of the program scope which shall represent the company's knowledge of the functions, methods, and problems related to providing effective services as described in this RFP.

5) Proposed Services: Propose and describe in detail the services that will be provided as requested in the Scope of Work of this RFP.

6) Proposed Fee: Propose and describe in detail the fee structure corresponding to the related professional services. Fees should include hourly rates for work to be performed, all travel costs, materials, and printing costs.

7) References: Teams shall include up to three references of the most relevant projects completed by the company, of equivalent size (or larger) and similar complexity to this project. Please include the following information for each reference:

- Contact Name and Title
- Address, Phone Number, and Email Address
- Location/Jurisdiction
- Project Name
- Project Description
- Project Dates
- Project Contract Value (initial and current or ending value)

8) Optional Communication Materials: Teams may include, if desired, communications materials, including newsletters, brochures, posters, and websites for review of products, tools and services available, including references and case studies. This material will not count towards the Proposal page limit.

Evaluation Criteria

Submitted proposals shall be evaluated using the following key criteria:

Criteria	Maximum Points/Percentage
Relevant Project Experience and Understanding: Applicant demonstrates adequate and meaningful experience with projects of similar/comparable type and scope; clarity, creativity, and completeness of approach and proposed work plan; and transparency on ability to adhere to the desired project timeline.	30
Company Experience and References: Applicant has experience in providing comparable services to other organizations and overall expertise in subject matter and a demonstrated ability to deliver high quality, innovative work for relevant projects of similar complexity.	25
Project Team Qualifications: Applicant demonstrates relevant project experience, availability, and capability of proposed vital staff members and ability to work well with community groups, various municipal departments, and City staff.	20
Project Structure and Budget: Applicant demonstrates cost effectiveness and value of each task, including a proposed fee schedule.	15
Familiarity: Knowledge of Local Governments, Utilities, and Communities in the Southern California region.	5
Minority- and Women-Owned Business Enterprise (MWBE) or Non-Profit Organization: The City is committed to increasing contracting opportunities for and working with MWBEs and non-profit organizations. Applicant and/or its subcontractors identify as a MWBE or is a 501c3 or 501c4 non-profit organization.	5
Total Points	100

For the purpose of scoring Proposals each of the RFP Review Team members will evaluate each Proposal based upon the criteria listed above. The Team may seek outside expertise, including but not limited to technical advisors. The highest ranking firm(s) may be asked to come in for an interview.

The City will not entertain requests for clarifications or debriefing about the merits of any individual proposal before or after the selection of finalists has been announced.

CITY OF WEST HOLLYWOOD
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment A – Professional Services Contract

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

RECITALS

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

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

6. TERMINATION.

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

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

7. INDEMNIFICATION. Contractor shall indemnify and hold harmless City from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that City is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend City with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

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

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

8. INSURANCE REQUIREMENTS.

- 8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
- 8.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
- This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement. If the CONTRACTOR has no employees for the purposes of this Agreement, the CONTRACTOR shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."
- 8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) 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 one million dollars (\$1,000,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.
- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

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

- 8.5. Failure to Procure Insurance. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS. The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. Taxes. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. Workers' Compensation Law. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 10.3. Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
11. CONFLICT OF INTEREST. The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action

to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. LIVING WAGE ORDINANCE. The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.
14. EQUAL BENEFITS ORDINANCE, No. 03-662. The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of contractor's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.
15. RESTRICTIONS: Arab League Boycott of Israel. The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
16. RECORDS AND AUDITS. The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. OWNERSHIP OF DOCUMENTS. It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. INDEPENDENT CONTRACTOR. The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
19. NOTICE. All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

20. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.
21. ENTIRE AGREEMENT; MODIFICATION. This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
22. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
23. EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
24. AUTHORITY TO ENTER AGREEMENT. The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

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).

Time of Performance:

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

Special Payment Terms: NONE
(only if additional to section C.4. on page 1)

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

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

EXHIBIT B

Certificate of Exemption from
Workers' Compensation Insurance

TO: City of West Hollywood

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

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

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

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

Contractor Signature _____

Printed Name of Contractor _____

Date _____



WEHO
CLIMATE
ACTION

