



**REQUEST FOR PROPOSALS –  
PROFESSIONAL SERVICES  
FOR PREPARATION OF A  
CLIMATE ACTION AND ADAPTATION PLAN**

**NOVEMBER 30, 2023**

City of Lake Elsinore  
Community Development Department  
130 South Main Street  
Lake Elsinore, California 92530

**November 30, 2023**

## **REQUEST FOR PROPOSALS**

The City of Lake Elsinore, hereinafter referred to as the City, is inviting proposals from qualified consulting firms to assist them in developing a Climate Action and Adaptation Plan. To be considered for this contract, your firm must meet the qualifications and satisfy the requirements as stated in the Request for Proposal (RFP).

### **Time Schedule:**

The following is the City's tentative schedule for the selection of a consulting firm:

1. Request for Proposals distributed: November 30, 2023
- 2. Deadline for submitting Questions: December 18, 2023 at 3:00 pm**
- 3. Deadline for submitting Proposal: January 15, 2024 at 4:00 pm**
4. Staff review of Proposals: January 16, 2024 to January 26, 2024
5. Interview of top firms, if needed: Week of February 5, 2024
6. Award of contract: February 28, 2024

Proposals for the RFP, as described herein, will be received electronically via the City of Lake Elsinore's online bid management portal PlanetBids, until **4:00 PM, January 15, 2024**. Any changes to this RFP are invalid unless specifically modified by the City of Lake Elsinore and issued as a separate addendum document. Should there be any questions as to changes to the content of this document; the City's copy shall prevail. It is the Proposer's sole responsibility to ensure that their proposal, inclusive of any or all addenda, is uploaded to the proper place at the proper time. Any proposal received after the scheduled closing time for receipt of proposals will not be considered.

Proposals must be submitted electronically via the City of Lake Elsinore e-Procurement System PlanetBids as set forth in this RFP document. **Unless otherwise specified, proposals submitted by any other method such as hard copy, fax, or e-mail will be disqualified.** Proposals may be withdrawn on the PlanetBids vendor portal prior to the schedule submittal time and date receipt of proposals. Proposers are encouraged to not wait until the deadline to submit proposals, as system-related questions may arise.

All questions, technical, commercial, or contractual in nature shall be directed to the Q&A section on the e-Procurement System PlanetBids. **No phone calls will be allowed. Contact the City of Lake Elsinore personnel or anyone other than those listed above regarding this RFP is prohibited and may be grounds for elimination from the selection process.** All questions regarding this RFP must be submitted through the e-Procurement System PlanetBids no later than **3:00 PM, December 18, 2023**.

Sincerely,

*Community Development Department*

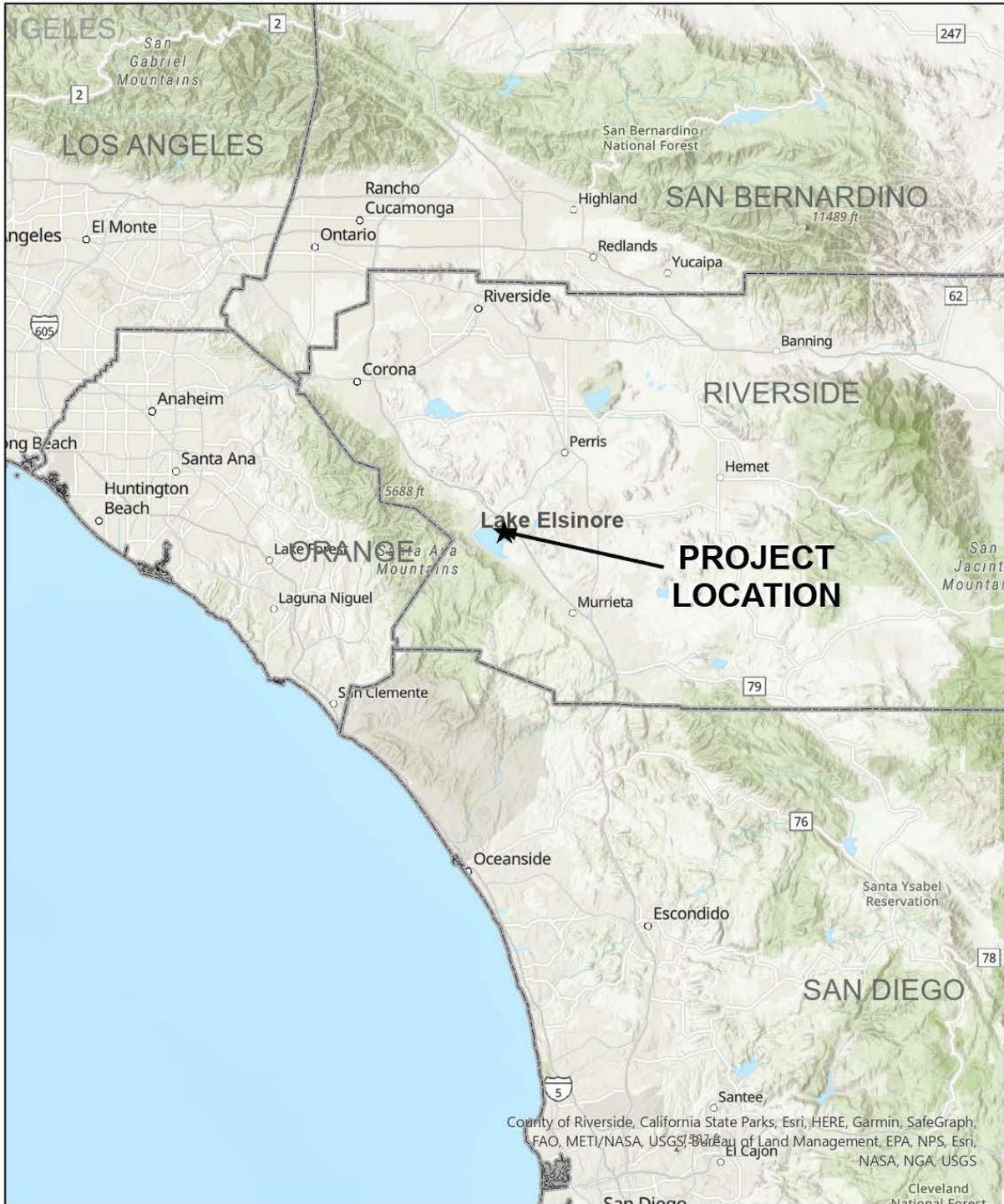
## **INTRODUCTION**

The City of Lake Elsinore Community Development Department is seeking proposals from qualified consultants for the preparation of a Climate Action and Adaptation Plan (CAAP) that will serve as a standalone document. The CAAP will provide goals, strategies, and actions to enable the City to achieve or exceed greenhouse gas (GHG) reduction goals; climate adaptation and resilience strategies; and a means of reporting and monitoring the effectiveness of the plan. The CAAP will also address the disproportionate effect climate change has on historically underserved communities within the City and evaluate vulnerabilities and prioritize climate adaptation and climate resilience strategies with a focus on community involvement and helping disadvantaged community members adapt. The firm selected to lead this effort will be expected to thoughtfully consider how to ensure that the document can be used by all community members, and to incorporate features that encourage use and understanding of the document at all levels and across all sectors. The final document should be extremely reader friendly and contain high quality graphics. The CAAP will update the City's current GHG emissions reduction targets to align with state and regional targets to include those established by the Southern California Association of Governments (SCAG) and Western Riverside Council of Governments (WRCOG), integrate current climate science, and incorporate an equity framework.

## **BACKGROUND**

Nestled at the foot of the Cleveland National Forest, within the southwest portion of Riverside County, lies the City of Lake Elsinore (City). The City encompasses approximately 43.5 square miles with a Sphere of Influence (SOI) covering more than 72 square miles. Interstate 15 (I-15) provides north-south regional access to the City. State Route 74 (SR-74) extends in a northeast to southeast direction through the City and connect I-15 to the Ortega Highway. Surrounding cities include Canyon Lake and Menifee to the east and Wildomar to the south. The City of Lake Elsinore is also bordered to the north, east and southwest by unincorporated lands within the County of Riverside. United States Forest Service lands within the Cleveland National Forest border the City to the west. Along the I-15 corridor, the City of Corona is approximately twenty miles to the north and the Cities of Murrieta and Temecula are within ten miles to the south. The City of Perris is within ten miles to the northeast of the City along the SR-74 corridor. The City of Lake Elsinore's website is [www.lake-elsinore.org](http://www.lake-elsinore.org).

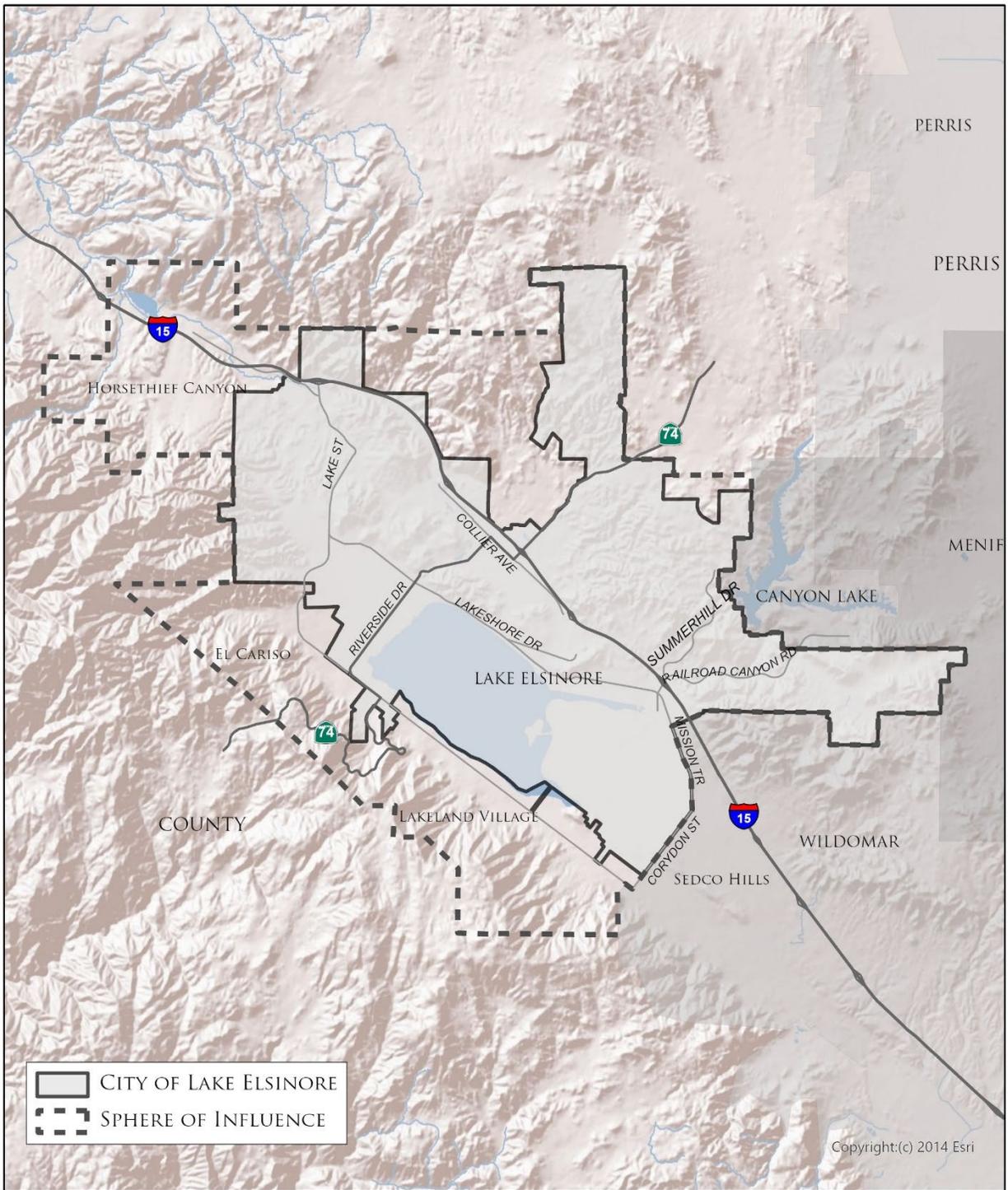
In 2011 the City adopted a Climate Action Plan, a long-range plan to reduce local greenhouse gas emissions that contribute to climate change. Twelve years ago, the Climate Action Plan identified the activities in Lake Elsinore that generated greenhouse gas emissions, quantified these emissions, and projected future trends. Although progressive for its time, the City's Climate Action Plan needs to be updated and centered around vulnerable communities.



## CITY OF LAKE ELSINORE REGIONAL MAP



Prepared by:  
City of Lake Elsinore GIS  
August 16, 2023  
Data Sources:  
County of Riverside GIS  
City of Lake Elsinore GIS  
Stateplane NAD 83



## CITY OF LAKE ELSINORE PROJECT LOCATION



Prepared by:  
City of Lake Elsinore GIS  
August 16, 2023  
Data Sources:  
County of Riverside GIS  
City of Lake Elsinore GIS  
Stateplane NAD 83

## **PROJECT OBJECTIVES**

The CAAP objectives are to assess vulnerabilities, develop strategies to withstand changing conditions, and to prepare the City to continue essential services equitably. Climate adaptation and mitigation will become standard practice in Lake Elsinore. The project has the following goals:

- Equitably plan for and respond to multiple climate risks by centering the needs of vulnerable communities;
- Plan for all climate risks using an integrated approach across industries for climate adaptation;
- Integrate social and physical infrastructure planning to achieve community resilience;
- Embed equity into the planning process to achieve equitable planning strategies and outcomes; and
- Incorporate provisions of the City's Environmental Justice Element contained in Chapter 3.0 (Public Safety and Welfare) of the Lake Elsinore General Plan as applicable.

## **SCOPE OF REQUIRED SERVICES**

Proposals are sought that generally reflect the scope outlined herein. Consultants are strongly encouraged to suggest refinements and innovative methodologies that ultimately achieve the work products described below. Consultants are invited to utilize elements which incorporate innovation and creativity to deliver a top value CAAP.

The consultants will include robust community outreach to develop the CAAP in cooperation with staff, the City Council, the Social Work Action Group (SWAG), the Community Climate Adaptation Team (CCAT) that will be established by the City, and members of the public. A consultant is sought that will prepare a plan that is straight forward, implementable by staff, and easy to understand for the community.

The project should begin with a review of existing documentation including, but not limited to, the following:

- The City's 2011 Climate Action Plan;
- The City's General Plan as amended;
- The City's Hazard Mitigation Plan;
- The City's Active Transportation Plan;
- The Southern California Association of Governments Regional Transportation Plan;
- Regional Climate Adaptation Toolkit;
- Riverside County Climate Adaptation Plan; and
- City of Lake Elsinore VMT guidelines.

The CAAP should:

- Develop a current GHG Inventory based on the latest available data to measure the City's progress in reducing GHG emissions;
- Incorporate innovative strategies and solutions for both climate action and adaptation;
- Identify local and regional climate challenges, opportunities, and direct impacts to the City of Lake Elsinore;
- Develop GHG emissions projections based on baseline and various other scenarios, that account for actions being taken at the State, Federal, and regional levels;
- Establish a set of cohesive strategies, implementation plans and metrics for measuring progress;
- Recommend GHG emission reduction targets to align with Senate Bill 32 ("SB 32") by 2030, and reach carbon neutrality on or before 2045;
- Activate and engage residents, businesses, and institutions with positive actions and tangible benefits;
- Identify funding and implementation measures, including City and SWAG capacity needed to implement the strategies identified;
- Develop a means of reporting and monitoring the effectiveness of the plan; and
- Address resilience and adaptation within the CAAP, including identifying strategies

The project schedule should include adequate time for public comment on the draft plan. Review should include an analysis of the implications of each strategy on the environment, social equity, and the local economy.

City staff recommends the following structure for the scope of work consisting of the following tasks that are based upon the Work Plan that was included in the City's Adaptation Planning Grant Program (APGP) Application that was submitted to the State of California Governor's Office of Planning and Research (OPR). The Tasks, Subtasks, Descriptions and Deliverable/Milestones from that Work Plan are included as Attachment A to this Request for Proposal. OPR notified the City that it had been selected as a Round 1 Grantee for the APGP on June 8, 2023. The City may modify the following tasks in collaboration with the selected Consultant in order to assure that the City can provide the required documentation can be submitted to OPR to demonstrate that the major outcomes and/or metrics used to demonstrate success for each deliverable/milestone have been satisfied. All activities will be undertaken in close coordination with the CCAT. The City reserves the right to negotiate a modified scope of work with the selected Consultant that consists of fewer tasks to ensure that the project fits within the City's available budget and/or to add additional tasks to the scope based on needs that are identified by the CCAT and that are subject to additional funding authorized at the City's sole discretion.

## **Task 1: Initiate Project**

### Subtask A: Project Kickoff

Project Kick-Off and Meeting with Consultant to establish planning process, identify goals and objectives, and solidify project schedule.

### Subtask B: Data and Information Gathering

The Consultant will review City's general plan, existing regional and local climate adaptation

plans, and other relative plans for baseline data, and will identify omissions and hidden biases that affect vulnerable communities.

## **Task 2: Assess Community Risks and Vulnerabilities**

### Subtask A: Identification and Risk Assessment

Building upon the City's existing Hazard Mitigation Plan and other available plans, tools, and resources, the Consultant will identify climate-related hazards, climate-related stressors and critical community assets.

### Subtask B: Vulnerability Analysis and Adaptation Measures

The Consultant will provide a vulnerability assessment of the risks that Lake Elsinore is likely to face as the impacts of climate change become more severe. The risks evaluated must include, but are not limited, to drought, extreme heat, precipitation, air quality, winds, wildfires, and any indirect effects of sea level rise in nearby coastal communities (e.g. population migration). The analysis will also address any disproportional impacts that climate change may have on vulnerable populations across the City (e.g., seniors, children, low-income residents, persons with disabilities, etc.). This effort should include both community adaptation and municipal government operations. The Consultant shall gather and synthesize data as part of the planning process, including FEMA's National Risk Index Tool, Risk Map, the U.S. Climate Resilience Toolkit, ArcGIS, and other tools.

### Subtask C: Climate Resilience Priorities

Using FEMA's National Risk Index Tool, U.S. Census data and other tools, the Consultant will prioritize potential exposures of vulnerable populations and identify climate resilience priorities.

### Subtask D: Inventory Summary

The Consultant will prepare a GHG inventory based on tools and guidance provided by the International Conference for Local Environmental Initiatives (ICLEI). Information should be collected and used to create a methodology worksheet using tools and guidance provided by ICLEI-Local Governments for Sustainability. The methodology worksheet should include the City operations inventory (data gathered from City departments will be presented in a worksheet for a community wide inventory), and a worksheet that calculates the equivalent CO2 emission from those energy uses. Resources used on the City operation inventory should include the Local Government Operations Protocol (LGOP), developed by ICLEI, the California Air Resources Board (CARB), the California Climate Action Registry (CCAR), and The Climate Registry (TCR). The LGOP provides internationally recognized GHG accounting and reporting principles for cities wanting to quantify and report emissions in a transparent way.

The Consultant will summarize and report findings to CCAT and will meet with CCAT to provide feedback and input for prioritization.

## **Task 3: Execute Community Outreach for Public Involvement**

### Subtask A: Community Visioning

The Consultant will identify and address community issues that are important to CCAT and key stakeholders. Coordinate community visioning and community outreach with key stakeholders.

### Subtask B: Community Outreach Plan

The Consultant will work with the City to develop a community outreach plan with an emphasis on vulnerable communities.

#### Subtask C: Community Forums and Workshops

The Consultant will attend a series of public community forums and workshops to receive public input and to discuss the importance of climate resilience.

#### Subtask D: Public Survey

The Consultant will develop, promote and work with the City to disseminate an online resident survey and to tabulate the results.

#### Subtask E: Community Summary

Evaluate themes that emerged during forums, meetings, and outreach activities. Analyze and apply community input to the adaptation assessment.

#### Subtask F: Review and Summarize Vulnerability and Risk Findings

Conduct CCAT meeting to discuss the analysis of potential losses and vulnerabilities, and the updated assessment.

### **Task 4: Develop Climate Adaptation Strategies**

#### Subtask A: Refine and Revise Climate Adaptation and Resilience Goals

Refine and revise adaptation and resilience goals that are agreed upon by the CCAT, the public, the State and the County to provide strong foundations for the strategies.

#### Subtask B: Develop, Evaluate, and Prioritize Climate Adaptation Strategies

Identify the strategies that best achieve the City's goals. Use the industry best practice FEMA's STAPLEE Method (recommended in the U.S. Climate Resilience Toolkit) to evaluate the mitigation measures, and guide the selection climate adaptation and resilience strategies.

#### Subtask C: Draft Climate Action and Adaptation Plan (CAAP)

The Consultant shall develop a draft CAAP using the above-described GHG emission analysis. The specific strategies and priority actions selected to meet the recommended target reductions should be summarized into a strategic framework with specific near-term implementation plans and a schedule for longer-term implementation plan development. Measures should identify agencies and departments responsible, indicators for success, potential partnerships, recommended funding sources, equity considerations, and appropriate methods to assess progress. The CAAP should include sections focused on actions for the City, community actions, and actions for individuals, which can be taken to reduce GHG emissions.

The Consultant will present draft CAAP to CCAT and key stakeholders, and incorporate final input into the Plan. Several rounds of revisions and updated Draft CAAP and multiple meetings with the CCAT and key stakeholders are expected.

### **Task 5: Finalize Climate Adaptation Plan**

#### Subtask A: Present Final Draft of the Climate Action and Adaptation Plan at Public Hearings

The Consultant shall support City staff in presenting the finalized CAAP to the SWAG Board, Planning Commission and City Council.

#### Subtask B: Replicable case study for State Adaptation Clearinghouse

The Consultant will develop a replicable case study and prepare documents for City review and submission to the State Adaptation Clearinghouse.

### Subtask C: Prepare Final Climate Action and Adaption Plan Document

Following adoption of the element by the City Council, the Consultant will prepare a final version of the CAAP, including any changes to the draft required by City Staff and officials.

### **Task 6: CEQA Documentation**

The Consultant will need to identify California Environmental Quality Act (“CEQA”) requirements related to the adoption of the CAAP. The consultant will also need to identify implementation tasks that require CEQA compliance. The analysis shall be submitted in a technical memorandum. For clarity, the Consultant is not being asked to complete and submit CEQA documents for each implementation task.

### **SUBMITTAL FORM AND CONTENT**

To assist in the evaluation process, the following information is required in the RFP submittal:

- Cover letter - Signed letter by an individual authorized to negotiate on behalf of the firm and must be binding for a term of 90 days from the date of submittal to the City.
- Written description of services to be provided. Include both services outlined in this request, as well as additional services recommended by your organization.
- Comprehensive, specific statement indicating the maximum cost for the project based on the project as described herein. To the extent desired, additional recommendations and services or options may be included as additions to the project on an optional basis. These optional items shall be priced separately from this Request for Proposal.
- List of current and former clients, preferably municipalities. Include the name of the client, contact person, telephone number and email address (if available).
- Demonstrated experience for similar plans completed for local agencies.
- Identify a window of time indicating availability to start the project. The selected firm will be required to enter into a written contract with the City of Lake Elsinore in a form approved by the City Attorney. It is expected that work will commence upon award of contract.
- City’s Professional Services Agreement – Identify any sections of the City’s standard consultant contract (Attachment B) that pose concerns and would require negotiation/modification in order to be acceptable to consultant. If no concerns are identified, submitter will be deemed to have accepted the form of the agreement.
- Evidence of all applicable business insurance coverage and licenses.
- Brief description of your organization’s history, growth, philosophy/culture, number of employees, and number of years in business under the same name.
- Brief resume of the education and experience of those persons who will actually be

conducting the study.

- Complete description of the organizational structure of your organization, and the method by which work is done. An organizational work flow chart with description of duties of the persons working on the study is useful.

The City of Lake Elsinore reserves the right to extend the deadline to meet the objectives of the agency.

**Submittal of Proposal and Fee Schedule:** Upload One (1) Original Proposal and submit one digital copy of the Fee Schedule within the PlanetBids e-Procurement portal under Cost Proposal labeled: “**Cost Proposal – “Community Development Climate Action and Adaptation Plan”**” no later than **January 15, 2024 at 4:00 pm PST.**

### **SUBMITTAL EVALUATION**

Upon receipt of the proposals, a technical evaluation will be performed. A consultant will be selected on the basis of qualifications and experience. Evaluation criteria will include such considerations as:

<b>EVALUATION CRITERIA</b>	<b>Weight</b>
Presentation, completeness, clarity, organization, and conformance to the RFP content requirements.	15%
Understanding project purpose and objectives	15%
Qualifications of the firm and the experts assigned, including education, experience, and professional expertise in writing Climate Action and Adaptation Plans.	40%
Approach to be followed and the tasks to be performed including detailed steps, resources required, and proposed project schedule	30%
<b>TOTAL:</b>	<b>100%</b>

### **SELECTION COMMITTEE**

The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers. The Selection Committee, comprised of a minimum of three individuals, will evaluate Proposals and other submitted documentation based on the criteria above. Firms may be invited to oral interviews before the Selection Committee. If oral interviews are conducted, only the specifically identified project team members, led by the designated project manager, will be asked to appear. Finalists will be notified and informed of specific interview requirements and procedures. Teleconferencing may be used in lieu of in-person interviews.

### **COST AND CONTRACT NEGOTIATIONS**

Once the selection process (written proposal review and oral interviews, if held) is complete, the top-ranking firm will be invited to enter into contract negotiations with the City. In addition, consultants will be expected to accept the standard City contract language for professional

services agreements. If negotiations are unsuccessful, discussions with the highest ranked firm will be terminated and the second highest ranked firm may be contacted for negotiations.

## **RFP TIMETABLE**

**Proposals must be submitted by January 15, 2024 at 4:00 pm.** The City of Lake Elsinore reserves the right to extend the deadline to meet the objectives of the agency.

Each finalist will be evaluated on the basis of capabilities described in its written proposal and any oral presentation. The organization that best matches the City of Lake Elsinore’s objectives will be selected.

## **GENERAL INFORMATION**

The selected consultant will be expected to enter into and perform services under a Professional Services Agreement (PSA) with the City of Lake Elsinore. In the event the consultant and the City are unable to agree on the terms of the PSA, the City reserves the right to reject the submittal. Further, the City reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with qualified sources, or to cancel in part, or in its entirety, this Request for Proposal, if it is in the best interest of the City to do so.

This is a Request for Proposal (RFP). This RFP does not commit the City to pay any costs incurred for the preparation of the submission of a proposal, or to contract for supplies or services.

For a submittal to be considered responsive, all requested information must be submitted.

## **ATTACHMENTS**

Attachment A: Adaptation Planning Grant Program Application Work Plan

Attachment B: City of Lake Elsinore Standard Agreement for Professional Services

## Attachment A: Adaptation Planning Grant Program Application Work Plan

<b>Task 1: Initial Project</b>		
<b>Subtask</b>	<b>Description</b> <i>Activities or deliverables</i>	<b>Deliverables/Milestones</b> <i>Major outcomes and/or metrics used to demonstrate success</i>
<b>Subtask A: OPR Kick-Off Meeting</b>	Conduct project kick-off meeting with OPR, Lake Elsinore and Social Work Action Group, the Co-Applicant	Meeting notes, established project procedures, and action items
<b>Subtask B: Request For Proposals for Vulnerability Assessment, and Climate Adaptation Strategies</b>	Create and distribute RFP for qualified consultant services. Competitive selection of consultant(s) and execute agreement(s)	Final RFP, consultant distribution list, final consultant(s) agreement(s)
<b>Subtask C :Project Kickoff</b>	Data and information gathering in preparation for Project Kick-Off and Meeting with consultant(s) to establish planning process, identify goals and objectives, and solidify project schedule	Meeting agenda, sign-in sheet and Project Management Plan with activities, schedule, staffing, monitoring and reporting.
<b>Subtask D: Establish Community Climate Adaptation Team</b>	Develop new partnerships, organize stakeholders and form a Community Climate Adaptation Team (CCAT) with expertise in equitable planning, vulnerable communities, transportation, utilities, public health, regional science, social services, policymaking, and more	New partnerships developed during grant period to collaborate on community involvement and Climate Adaptation Plan
<b>Subtask E: Data and Information Gathering</b>	Review City's general plan, existing regional and local climate adaptation plans, and other relative plans for baseline data, and identify omissions and hidden biases that effect vulnerable communities	Report and summarize existing plans, goals, and strategies
<b>Task 2: Assess Community Risks and Vulnerabilities</b>		
<b>Subtask</b>	<b>Description</b> <i>Activities or deliverables</i>	<b>Deliverables/Milestones</b> <i>Major outcomes and/or metrics used to demonstrate success</i>
<b>Subtask A: Identification and Risk Assessment</b>	Build upon the City's existing Hazard Mitigation Plan and other available plans, tools, and	List of projected climate changes with degrees of change, climate impacts with

	resources to identify climate-related hazards, climate-related stressors and critical community assets. Determine how vulnerable these assets are to the identified risks.	exposures, potentially affected community resources, current capacity to address impacts, and impact ratings based on certainty and timeline for onset.
<b>Subtask B: Vulnerability Analysis</b>	Gather and synthesize data as part of the planning process, including FEMA's National Risk Index Tool, Risk Map, the U.S. Climate Resilience Toolkit, ArcGIS, and other tools.	An analysis of who and what is exposed and sensitive to climate change, and an overview of the City's vulnerability levels to identified hazards and anticipated climate impacts, and potential effects on resources, especially in vulnerable communities.
<b>Subtask C: Climate Resilience Priorities</b>	Use FEMA's National Risk Index Tool and U.S. Census data to prioritize potential exposures of vulnerable populations and identify climate resilience priorities.	List of climate resilience priorities and vulnerable communities with sensitivities that require extra attention.
<b>Subtask D: Inventory Summary</b>	Summarize and report findings to CCAT. Meet with CCAT to provide feedback and input for prioritization.	Summaries, list of new partnerships, feedback, and follow-up action items.
<b>Task 3: Execute Community Outreach for Public Involvement</b>		
<b>Subtask</b>	<b>Description</b> <i>Activities or deliverables</i>	<b>Deliverables/Milestones</b> <i>Major outcomes and/or metrics used to demonstrate success</i>
<b>Subtask A: Community Visioning</b>	Identify and address community issues that are important to CCAT and key stakeholders. Coordinate community visioning and community outreach with key stakeholders.	A compelling statement about what key stakeholders aspire to accomplish with adaptation planning, meeting materials, list of key stakeholders, and notes from key stakeholder discussions.
<b>Subtask B: Community Outreach Plan</b>	Develop community outreach plan with an emphasis on vulnerable communities.	Community Outreach Plan, collateral in English and Spanish, and copies of outreach announcements and promotions.
<b>Subtask C: Community Forums and Workshops</b>	Hold a series of public community forums and workshops to receive public input and share about the importance of climate resilience.	Feedback summaries, meeting notes and recordings, and follow-up action items.
<b>Subtask D: Public Survey</b>	Develop, promote and disseminate online resident	Copies of survey announcements, and survey

	survey.	results.
<b>Subtask E: Community Summary</b>	Evaluate themes that emerged during forums, meetings, and outreach activities. Analyze and apply community input to adaptation assessment.	Compilation of community feedback, analysis report, and summary.
<b>Subtask F: Review and Summarize Vulnerability and Risk Findings</b>	Conduct CCAT meeting to discuss the analysis of potential losses and vulnerabilities, and the updated assessment.	Data visualizations and calculations that show vulnerable structures and populations, and identify needs for future land-use considerations based on areas of vulnerability and potential losses from the City's development trends.

**Task 4: Develop Climate Adaptation Strategies**

<b>Subtask</b>	<b>Description</b> <i>Activities or deliverables</i>	<b>Deliverables/Milestones</b> <i>Major outcomes and/or metrics used to demonstrate success</i>
<b>Subtask A: Refine Climate Adaptation and Resilience Goals</b>	Refine adaptation and resilience goals that are agreed upon by the CCAT, the city, the public, the State and County to provide strong foundations for the strategies.	Defined and agreed upon adaptation and resilience goals.
<b>Subtask B: Develop, Evaluate, and Prioritize Climate Adaptation Strategies</b>	Identify the strategies that best achieve the City's goals. Use the industry best practice FEMA's STAPLEE Method (recommended in the U.S. Climate Resilience Toolkit) to evaluate the mitigation measures, and guide the selection climate adaptation and resilience strategies.	List of potential impacts categorized by next steps (develop strategies, evaluate further or monitor), a set of strategies to address adaptation needs, and a plan for implementing and monitoring for strategies.
<b>Subtask C: Draft Climate Adaptation Plan</b>	Draft Climate Adaptation Plan with rounds of revisions and updated drafts. Present draft Climate Adaptation Plan to CCAT and key stakeholders, and incorporate final input into the Plan.	Climate Adaptation Plan Drafts.

**Task 5: Finalize Climate Adaptation Plan**

<b>Subtask</b>	<b>Description</b> <i>Activities or deliverables</i>	<b>Deliverables/Milestones</b> <i>Major outcomes and/or metrics used to demonstrate success</i>
----------------	---	--

<b>Subtask A: Present Final Climate Adaptation Plan to City Council</b>	Prepare Final Drafts, City Resolution, and Plan Approval.	Final plan files, including GIS shapefiles, maps, and source documents in ArcGIS/ESRI shapefile format and PDF format along with project documentation. The Climate Adaptation Plan in MS Word and PDF formats, and a final printed copy of the plan.
<b>Subtask B: Replicable case study for State Adaptation Clearinghouse</b>	Develop replicable case study and prepare documents for submission to the State Adaptation Clearinghouse.	Replicable case study in State Adaptation Clearinghouse.
<b>Task 6: Administer the Project</b>		
<b>Subtask</b>	<b>Description</b> <i>Activities or deliverables</i>	<b>Deliverables/Milestones</b> <i>Major outcomes and/or metrics used to demonstrate success</i>
<b>Subtask A: Quarterly ICAPO meetings</b>	Quarterly ICAPO meetings and information sharing.	Meeting notes and Peer-to-Peer Learning.
<b>Subtask B: Partnership Evaluation</b>	Project and partnership evaluation, monitoring and management.	Evaluation plans and documentation that community partnerships are meaningfully serving vulnerable communities.
<b>Subtask C: Indirect Costs</b>	Personnel costs associated with grant invoicing, and administrative, supervisory, legal, and executive staff	Data collection, tracking, invoicing, and reporting associated with grant activities.

## AGREEMENT FOR PROFESSIONAL SERVICES

Click or tap here to enter text.

Click or tap here to enter text.

This Agreement for Professional Services (the "Agreement") is made and entered into as of Click or tap to enter a date., by and between the City of Lake Elsinore, a municipal corporation ("City") and Click or tap here to enter text., a Click or tap here to enter text. ("Consultant").

### RECITALS

A. The City has determined that it requires the following professional services:

Click or tap here to enter text.

B. Consultant has submitted to City a proposal, dated Click or tap to enter a date., attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

D. City desires to retain Consultant to perform the services as provided herein and Consultant desires to provide such professional services as set forth in this Agreement.

### AGREEMENT

1. Scope of Services. Consultant shall perform the services described in Consultant's Proposal (Exhibit A). Consultant shall provide such services at the time, place, and in the manner specified in Consultant's Proposal, subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Consultant's Proposal (Exhibit A).

b. Performance Schedule. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Consultant's Proposal (Exhibit A). When requested by Consultant, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term. The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Consultant's Proposal (Exhibit A).

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed Click or tap here to enter text. dollars (Click or tap here to enter text.) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Consultant's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Consultant provides services. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Consultant's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Consultant's prospective or then current personnel is deemed objectionable, then the City may notify Consultant of the same. Consultant shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of such notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Plans, Studies, Documents.

a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Consultant shall be immediately referred to City, without any other actions by Consultant.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor.

a. Consultant is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary and except for the fees paid to Consultant as provided in the Agreement, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. Interests of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered

by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws.

a. Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Consultant and/or its employees, officers, or board members.

b. Consultant represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

14. Licenses. Consultant represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant 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 Consultant to practice its profession. Consultant shall maintain a City of Lake Elsinore business license.

15. Indemnity. Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of

law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

a. Insurance. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each 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 City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. In the event that Consultant is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Consultant shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount 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. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant 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. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (“any auto”). No endorsement may be attached limiting the coverage.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance appropriate for Consultant’s profession for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant’s services under this Agreement, whether such services are provided by the Consultant or by its employees, subcontractors, or sub consultants. 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.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best’s rating of no less than A:VII and shall be endorsed with the following specific language:

i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers’ Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. 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 it.

iii. 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.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. 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.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to 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.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore  
Attn: City Manager  
130 South Main Street  
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore  
Attn: City Clerk  
130 South Main Street  
Lake Elsinore, CA 92530

If to Consultant: Click or tap here to enter text.  
Attn: Click or tap here to enter text.  
Click or tap here to enter text.  
Click or tap here to enter text.

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant and the subcontractors listed in Exhibit B. Consultant shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any 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.

19. 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.

20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

22. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the 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. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Counterparts. 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.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Consultant's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Consultant's Proposal.

30. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

Click or tap here to enter text., a Click or tap here to enter text.

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
By: Click or tap here to enter text.

Its: Click or tap here to enter text.

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Assistant City Manager

Attachments: Exhibit A – Consultant’s Proposal  
Exhibit B – List of Subcontractors

***EXHIBIT A***

CONSULTANT'S PROPOSAL

[ATTACHED]

***EXHIBIT B***

LIST OF SUBCONTRACTORS

[ATTACHED]

EXHIBIT "C"

CERTIFICATE OF EXEMPTION FROM WORKERS= COMPENSATION INSURANCE

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
Consultant

EXHIBIT "D"

LIST OF SUB-CONSULTANTS / SUBCONTRACTORS