



REQUEST FOR PROPOSAL (RFP)

CITYWIDE MULTIFAMILY DEVELOPMENT STUDY

RFP & Project Schedule

RFP Released.....	November 24, 2015
RFP Questions Due.....	December 4, 2015
City Responses Posted.....	December 10, 2015
RFP Due	December 21, 2015
Interviews & Selection.....	January 2016

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I. INTRODUCTION

Project Description

The City of West Hollywood invites qualified consultant teams with real estate economics, housing policy, architecture, urban design, and community engagement expertise to respond to a Request for Proposal (RFP) for the West Hollywood **Citywide Multifamily Development Study**. Over the last couple of years, the City has heard repeated expressions of concern from the community regarding multifamily housing projects, many of which are in compliance with the City's Zoning regulations and take advantage of State and Local incentives. In response to the concerns of the community, the City has initiated the scope of work, outlined below, to engage in a community dialogue to identify issues/priorities and develop a report summarizing findings and recommendations. Some key questions the City hopes to investigate with the scope of work include:

1. Do the types of multifamily housing projects being proposed in the City reflect the vision and goals of the community? What are common expectations and/or concerns for new multifamily development projects?
2. What types of multifamily housing projects is the City (and adjacent communities) receiving? Are they varied or similar project typologies?
3. How do the City's development standards shape the types of multifamily projects that are being proposed for development in West Hollywood?
4. How are local and State affordable housing bonuses and/or incentives impacting the types of multifamily project that the City receives, if at all?
5. What additional housing typologies would best serve the community and should be encouraged?

Project Team and Expertise

The Consultant Team may be a single multi-service firm or team of firms with expertise in the following key areas:

- Real estate development, land economics, and the development process;
- State and local affordable housing policies and trends;
- Urban Design and Architecture;
- Planning and facilitating public engagement events and activities (in person, online, social media) to reach the community and stakeholder groups, including "silent" community members;
- Presenting planning concepts and data to a wide range of audiences;
- Data analysis and synthesis; and
- Developing compelling visual communication materials and reports that are concise, jargon free communication in both English and Russian. (The City can provide translation services if needed.)

Summary of Key Tasks

The project will consist of three key tasks:

- 1) **Analyzing and synthesizing data** on the multifamily projects in zones R2, R3, and R4 in the City of West Hollywood and how they interact with the City's development standards, as well as local and State housing policies and incentives.
- 2) **Engaging the community** through in-person and mobile events and outlets to understand their expectations and identify their concerns for the City regarding multifamily development. This task will involve (1) presenting the findings from task one, (2) listening to the community's concerns, (3) educating the community on local and State housing policies, incentives, and real estate dynamics, and (4) synthesizing input to determine the community's priorities.
- 3) **Compiling the findings** from task one and two into a final report and presentation, with **developing a list of recommended next steps** for the City to take, based on the research completed and input received. To encourage housing types best suited to the needs of the community, the recommendations may include possible amendments to City regulations and policies.

The City anticipates a 6-month timeline to complete the study, with work commencing in March 2016. The project will be managed by the Long Range and Mobility Planning Division of the Community Development Department with participation from an interdepartmental working group.

Project Context

West Hollywood, a 1.9 square mile city of approximately 35,000 residents, is located in the heart of the Los Angeles region, surrounded by the cities of Los Angeles and Beverly Hills. West Hollywood is a linear corridor city, defined by east-west commercial streets that abut residential neighborhoods, which account for 66% of the City's land. The City has a variety of housing types, styles, and sizes. Nearly 80% of the City's housing stock is composed of multifamily buildings with some single-family neighborhoods on the east and west side of the City. Almost 91% of the City's multifamily housing stock is at least 30 years of age and approximately 50% of the housing stock is at least 50 years of age. A majority (78%) of the City's residents are renters, which is quite high when compared to the Los Angeles County average (52%). The population is fairly transient. According to the 2012 Community Study, 39% of households in the City had moved in the last five years. The average household size in the City (1.5) is half of that of the County (3.0). Compared to other parts of the region, West Hollywood has a high number of people living alone (49%), or as part of a couple (41%), and a low percentage of families.

Retaining and creating more affordable housing is one of the City's key goals and was a founding principle during the incorporation of the City in 1984. West Hollywood is considered a leader in progressive policy innovation on topics such as LGBT issues, social services, and affordable housing. It is also one of the densest cities in California in terms of dwelling unit density. The General Plan 2035 and Housing Element (adopted in 2012) set forth goals and policies to provide new and protect existing affordable housing where possible.

Like most parts of Los Angeles County, land values and housing prices have risen significantly in West Hollywood since Cityhood, changing the real estate and development market. Additionally, housing policies at the State and local level have also changed the housing market, providing incentives for affordable housing units, mixed-use development, and infill housing. In recent years, the City has heard strong opposition to some multifamily projects, most of which received a height bonus to include on-site affordable housing units.

In light of the changing landscape of multifamily housing with regard to the City's development standards, State and local housing bonuses and incentives, and market forces, the City of West Hollywood would like a consultant to provide a baseline set of information for the City to share with the community and engage in conversations about the future of multifamily housing projects and policies in the City – resulting in a set of clear recommendations highlighting community priorities and policy tools for the City to consider implementing.

II. SCOPE OF WORK

Tasks

1. Data Gathering and Analysis

Task 1 seeks to provide the City and community with an overview of housing data in the R2, R3, and R4 zones, looking at housing production and demolition within the last five (10) years. The consultant team needs to collect, organize, analyze and synthesize data related to:

- Existing City and State policies and programs that apply to multifamily development projects;
- Affordable housing requirements and incentives;
- City's current design and development standards for R2, R3, and R4 Zoning Districts, including height, maximum average unit size, off-street parking requirements and 90% density build-out requirement;
- Housing production: type of buildings, number of units, size of units, amenities, and price points;
- Housing loss: type of buildings, number of units, size of units, amenities, price points, and displaced tenants; and
- Housing need, based on demographic analysis and forecasting.

After compiling and analyzing this data, the consultant will prepare a “State of Multifamily Housing” memorandum that addresses the following questions:

- How are the City’s development standards shaping the type of multifamily housing being built in West Hollywood with regard to product type, price point, unit size, parking, affordability, etc.?
- How are State affordable housing requirements and incentives (i.e. SB1818, AB2222, AB744, etc.) shaping housing production in West Hollywood?
- What type of multifamily housing will likely be built based on land values and current development regulations?
- How does the City’s recent housing typologies compare to that being built in other parts of the region?
- Have affordable housing policies (local and State) changed the types of projects being built in West Hollywood?
- How are the City’s multifamily off-street parking requirements shaping development?

In addition to the memorandum, the consultant will prepare a simplified PowerPoint presentation that can be posted to the City website and brief handouts, summarizing information. The presentation and handouts should be graphically oriented and clearly written with no technical jargon.

Deliverables:

- State of Multifamily Development in West Hollywood Memorandum
- PowerPoint presentation
- Easy-to-read infographic handouts (3-5)

Meetings:

- Minimum of 3 meetings with City staff during the data gathering phase, including project kick-off meeting
- Council/ Commission meeting to present findings (assume 2)

2. Community Engagement

The purpose of the community engagement program is to provide meaningful opportunities for dialogue between the City and community. Part of the engagement process will be educating the public and stakeholders on housing policies and trends; the other part of the engagement process will involve conversations with the community regarding their goals, expectations, and concerns regarding the State of multifamily housing in West Hollywood. The feedback received during this task will be incorporated into the final report in Task 3.

The community engagement component of this study will be comprised of two phases, (1) an online public outreach tool to be launched during Task 1 to receive initial feedback and input from the community, and (2) more focused and immersive community engagement programs and events directed to key stakeholders. The City desires the execution of innovative community engagement techniques that include non-traditional events or strategies. Part of the outreach process will be to take the series of easy-to-read infographics developed in Task 1 and give away to key stakeholders during community engagement events, and also be made available to the general public. A key component of the community engagement task is to develop activities that will engage residents who do not typically participate in City events. The consultant team is encouraged to propose additional or alternative activities to those outlined below that will assist in reaching out to “silent” community members and stakeholder groups.

Key engagement activities may include:

- Development of an online engagement tool that can be launched during Task 1 to get community feedback;
- Pop-up workshops or special events;

- Focus groups to solicit input on specific issues from key stakeholder groups, including neighborhood groups, property owners, renters (in new development projects, affordable housing, market-rate housing, rent-stabilization housing, etc.), displaced residents, architects and designers, and developers; and
- Outreach and consultation with key stakeholders.

Additional activities may include:

- A mini workshop toolkit and instructions to be made available to community members and groups who wish to host informal gatherings to solicit input directly from their neighbors;
- A traditional community workshop to discuss priorities for the study;
- Walking tours; and
- Other innovative programs suggested by the consultant team.

Deliverables:

- Online public outreach tool (to be launched in Task 1)
- Detailed community engagement strategy and schedule memo
- All graphics and other materials required for proposed engagement activities
- Facilitation of outreach activities
- Documentation and summary of community input for use in developing the Final Report
- PowerPoint presentations highlighting outreach findings

Meetings:

- Minimum of 4 meetings with City staff prior to community engagement events.
- Traditional community workshop (minimum 2)
- Pop-up workshops (minimum 2)
- Focus Groups (minimum 5)
- Outreach to stakeholders (minimum 8)
- Council/ Commission meeting to present findings (assume 2)

3. Final Report

The purpose of the final report is to develop a clear, concise document of the study findings and recommendations. The report should be crafted for the general public with time and attention spent on communicating complex data to the casual reader. The final report should contain a well-written Executive Summary and charts to explain concepts without technical jargon. The use of graphics is encouraged to help communicate the key findings in the study. The final report should be able to clearly and effectively address the key concerns of the community and develop a list of recommendations for next steps for the City to respond to. The final report should include, at a minimum:

1. **Executive Summary** highlighting the key findings from the study
2. **Data and Analysis** research gathered throughout the process
3. **Community Engagement** process and major themes and community/stakeholder priorities
4. **Recommendations** to the City for moving forward

The goal of the final report is to address the community's concerns and priorities around the future of multifamily development in the City and offer a list of recommended actions, which may include amendments to existing regulations. Because the scope of this study is outreach and analysis, CEQA review will not be needed in the scope of work outlined above. The recommendations will be used by the City to determine the next steps in response to the findings in the study. The City expects that any policy changes implemented as a result of this study will be within the land use framework identified in the General Plan.

Deliverables:

- Final Multifamily Study Report in print-ready and web-ready PDF format. Assume two rounds of review by City staff (each with a single coordinated set of comments) prior to publication of the Final Report

- PowerPoint presentations for Final Multifamily Study Report

Meetings:

- Minimum of 4 meetings with City staff, including 2 rounds of drafts
- Council/ Commission meeting to present Final Multifamily Study Report (assume 2)

4. Speaker Series

In addition to the community engagement activities listed in Task 2, the City would like the consultant team to propose developing and facilitating a forum or speaker series that brings together a wide range of local housing policy experts (both professional and academic) to discuss issues that may help the community better understand the context of housing development in the City and region.

Deliverables:

- Speaker series strategy and schedule memo
- Facilitation of speaker series/forum

Meetings:

- Minimum of 3 meetings with City Staff prior to event(s)
- Speaker series/forum (assume 1-2)

Project Management

Meetings and ongoing coordination with City staff and decision makers as required to move the project forward efficiently. At a minimum, this should include a kick-off meeting with the City project team and weekly progress meetings or phone calls with the City's Project Manager and others as needed. Lead consultant will be responsible for direct coordination with any sub-consultants on the project team.

Deliverables:

- Meeting agendas and minutes for all team meetings

Project Timeline

The City is proposing a 6-month schedule to complete the tasks and deliverables. A tentative project schedule is outlined below.

December 2015	RFP Submissions Due
January 2016	Interview and select consultant
February 2016	Contract Negotiations
March – August 2016	Project kick-off with periodic Council updates
September 2016	Final Report to Council

Project Budget

The City would like the consultant to provide a fee to complete the tasks described above, outlining the number of expected hours and fee for each task, as well as the hourly rates for consultant team members should additional services be needed during the Multifamily Development Study process. The City may consider amending the contract to include a second phase for implementation of the final report's recommendations.

III. CITY DATA AND RESOURCES

The following items are available to interested RFP applicants.

Name	Link
General Plan 2035 & Housing Element:	http://www.weho.org/generalplan
West Hollywood Zoning Ordinance:	http://qcode.us/codes/westhollywood/
West Hollywood Affordable Housing	http://www.weho.org/residents/rent-stabilization-housing/housing/affordable-housing
West Hollywood 2013 Community Study	http://www.weho.org/services/social-services/community-study

The following data will be provided to the selected consultant team:

- Development Permits in R2, R3, and R4 Districts from 2000 – present
- Any relevant rent control data, such as evictions, rent-increases, etc.
- Number of affordable and market-rate housing units
- Projects that utilized Green Building incentives
- Other Rent Stabilization and Housing resources

IV. PROPOSAL SUBMISSION AND EVALUATION

Key Dates

RFP Released: Tuesday, November 24, 2015

Questions related to RFP Due: Friday, December 4, 5 PM

Response to questions posted to web: Thursday, December 10, 2015

Proposals Due: Monday, December 21, 2015 by 5pm

Interviews/ Selection: Week of January 11th

Finalize Contract/Fees: February, 2015

Submission Requirements

In an effort to promote waste reduction and resource conservation, submittal shall not contain plastic bindings, plastic pages, or laminated pages. Double-sided proposals are preferred. Please avoid superfluous use of paper (such as separate title sheets, or chapter dividers and unnecessary attachments or documents not specifically requested).

The proposal must be no longer than 15 pages (not including staff resumes) and include the following:

A. Cover Letter: Summarize the consultant team's understanding of the project and why the team is best suited to complete the scope of work.

B. Consultant Qualifications and Experience: Provide a brief overview of the consultant's experience performing the requested services, qualifications in working with municipal departments, commissions, elected officials, and community members, and a description of any special services, expertise, or abilities that the consultant can provide in the performance of the services described herein. Describe experience related to working on projects of similar scope and complexity. Please highlight experience in housing policy law, and creating innovative, user-friendly material for the general public. Provide references for up to three (3) relevant projects.

C. Project Team: Provide an organization chart that identifies the key members of the project team, title, and assigned role within the project team. Briefly summarize the major responsibilities of each team member. Include resumes for all team members highlighting relevant projects and qualifications to complete the assigned tasks.

D. Approach and Work Plan: Provide a written narrative describing the consultant's approach and work plan for completing the scope of work, including how the consultant team will engage with the various stakeholders and the community engagement strategy. On a per-task basis, the narrative should identify the designated team member(s) responsible for completing the work, deliverables, number of meetings and number of staff to attend meetings, and the timeframe for completion.

E. Fees: Submit a fee proposal for the scope of work; outline the number of hours and fees associated with each task and provide a list of hourly rates for all team members.

Proposal Evaluation

Submitted proposals will be evaluated using the following criteria:

- Consultant experience with affordable housing policy, real estate economics, land use, architecture, urban design and municipal policies and standards;
- Consultant experience and demonstrated ability to lead innovative and engaging community outreach programs, facilitate community advisory groups, and coordinate with various municipal departments and city staff;
- Consultant experience and demonstrated ability to deliver high quality, innovative work for relevant projects of similar complexity;
- Demonstrated ability to provide clear and compelling presentations to the general public;
- Demonstrated ability to deliver planning documents that exhibit excellent writing quality and the use of charts, graphs, and other graphics to communicate in ways that are engaging and accessible to the general public;
- Completeness and clarity of proposal;
- Project cost; and
- References.

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

Proposal Questions

- There will be **no pre-bid meeting** for this proposal. Any questions regarding this RFP should be posted on the PlanetBids website by **5pm on Friday, December 4, 2015**.
- All submitted questions and responses will be posted on the City website <http://www.weho.org/rfp> after the close of the question period and on PlanetBids.
- No questions regarding this RFP will be answered over the phone. Proposers that contact City personnel or City Council members after the City releases the RFP and throughout the evaluation period may have their proposals disqualified from consideration.

Proposal Preparation Instructions

The proposer should mail, courier, or hand deliver **eight (8) sealed proposals** to the City of West Hollywood no later than **Monday, December 21, 2014 at 5pm** and **upload one (1) digital copy (PDF of less than 10MB)** of the submission to PlanetBids. Proposals received after this time and date may be returned. Postmarks will not be accepted as proof of receipt. No oral, telephonic, faxed, or emailed proposals or modifications of proposals will be considered.

Proposal Delivery

Proposals shall be enclosed in envelopes plainly marked with the following information –

Proposal: Citywide Multifamily Development Study
Name of Consultant
Name of Contact Person
Address
Telephone Number / Email Address

The submittal shall be addressed as follows:

City of West Hollywood
Attn: City Clerk
8300 Santa Monica Blvd
West Hollywood, CA 90069
Proposal: Citywide Multifamily Development Study

V. ATTACHMENTS

A – Map of R2, R3, and R4 Zoning Districts in the City of West Hollywood

VI. SELECTED CONSULTANT RULES

The selected Consultant shall be able to meet the following requirements in order to enter into a contract with the City of West Hollywood:

1. **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.

2. INSURANCE REQUIREMENTS.

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

2.1.1. **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.

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

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

2.1.4. **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.

- 2.2. **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.
- 2.2.1. "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."
- 2.2.2. 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.
- 2.2.3. 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.
- 2.2.4. 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.
- 2.2.5. 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.
- 2.2.6. 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.
- 2.2.7. 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.
- 2.2.8. 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.

- 2.3. **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."
- 2.4. **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.
- 2.5. **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.
3. **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.
4. **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.

 - 4.1. **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.

- 4.2. **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.
- 4.3. **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.
5. **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.
6. **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.
7. **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.
8. **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.

9. **RESTRICTIONS: Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.
10. **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.
11. **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.
12. **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.

Attachment A - Map of R2, R3, and R4 Zoning Districts in the City of West Hollywood

