

**AGENDA
SOCIAL JUSTICE TASK FORCE
CITY OF WEST HOLLYWOOD
TUESDAY, JANUARY 11, 2022
6:00PM**

TELECONFERENCE MEETING*

***IN AN EFFORT TO PROTECT PUBLIC HEALTH AND PREVENT THE SPREAD OF COVID-19 (CORONAVIRUS), AB 361 HAS AUTHORIZED PUBLIC MEETINGS TO TAKE PLACE VIA TELECONFERENCE BECAUSE STATE AND LOCAL OFFICIALS ARE RECOMMENDING MEASURES TO PROMOTE SOCIAL DISTANCING.**

PUBLIC PARTICIPATION

TELECONFERENCE AUDIO MEETING & PROVIDING PUBLIC COMMENT BY TELEPHONE OR VIA THE ZOOM PLATFORM:

You are strongly encouraged to email Jasmine Duckworth at jduckworth@weho.org no later than Monday, January 10th at 5:00 p.m. to be added to the Public Speaker List for the meeting. Please include your name, the phone number from which you will be calling if applicable, and which item you would like to speak on.

Your comments and information will become part of the official public record. If you do not want your personal information included in the official record, please do not include your address and/or phone number.

If special assistance to participate in this meeting is required, (e.g., an American Sign Language interpreter for people who are Deaf or hard of hearing), you must call or submit your request in writing to the Office of the City Clerk at (323) 848- 6409 at least 48 hours prior to the meeting. The City TTY line is (323) 848-6496.

To provide public comment via the Zoom Platform – When you enter the meeting, please make sure to turn off your video and mute your audio.

- If you wish to make a public comment, please use the 'raised hand' feature in the Zoom application. You will be called at the appropriate time. Please turn on your video and audio to make your public comment.
- Meeting ID: 869 6775 8923
Passcode: 758021
- Join Zoom Meeting
<https://us06web.zoom.us/j/86967758923?pwd=NWREdStjWGZxVU9sMnhhaEY1ajhYUT09>

To provide public comment via telephone, please call in and remember to place your phone on mute:

- Dial-in phone number: 1 (669) 900-6833
- Meeting ID: 869 6775 8923 and enter the passcode.
Passcode: 758021 and then press #
- Dial-in 10 minutes before the meeting starts.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **SWEARING IN OF TASK FORCE MEMBER**
4. **ROLL CALL**
5. **APPROVAL OF THE MINUTES**

RECOMMENDATION: The Social Justice Task Force will approve the minutes of the November 30, 2021, regular meeting.

6. **PUBLIC COMMENT**

The public is given the opportunity to address the Social Justice Task Force on any item within its responsibility. At the discretion of the Social Justice Task Force, speakers may be limited to two minutes each.

7. **SUBCOMMITTEE REPORTS**

1. Discuss progress and requested actions of Task Force.

RECOMMENDATION: Discuss and provide input.

8. **THE TASK FORCE WILL HEAR FROM THE CITY OF WEST HOLLYWOOD'S COMMUNITY AND LEGISLATIVE AFFAIRS DIVISION REGARDING THE REQUEST FOR PROPOSALS TO COMPLETE A HISTORICAL CONTEXT STUDY OF THE CITY OF WEST HOLLYWOOD (City Staff)**

Attachments:

1. Staff Report
2. Request for Proposals (RFP)

RECOMMENDATION: Discuss and provide feedback.

9. **DISCUSSION ABOUT SUBCOMMITTEE COMMUNITY POP-UPS TO ELICIT FEEDBACK AND INPUT FROM COMMUNITY ON TASK FORCE PRIORITIES (City Staff)**

RECOMMENDATION: Discuss and provide input.

10. **DISCUSSION ABOUT COMMUNITY PARTNERS, BUSINESS OWNERS, COMMUNITY ACTIVISTS, SERVICE PROVIDERS, AND STAKEHOLDERS OF INTEREST TO THE TASK FORCE (City Staff)**

RECOMMENDATION: Discuss and provide input.

11. ITEMS FROM STAFF

This time is set aside for City staff to provide information to the Social Justice Task Force on items of interest to the Task Force.

12. ADJOURNMENT

The Social Justice Task Force will adjourn to its next regular meeting on Tuesday, January 25, 2022, at 6:00pm, which will be held via teleconference.

Notice: Written materials distributed to the Social Justice Task Force within 72 hours of this meeting are available online at www.weho.org.

**MINUTES
SOCIAL JUSTICE TASK FORCE
CITY OF WEST HOLLYWOOD
MEETING
TUESDAY, NOVEMBER 30, 2021
6:00 PM
TELECONFERENCE MEETING**

1. **CALL TO ORDER** – Task Force Chair, Jonathan Wilson called the meeting to order at 6:05pm.
2. **PLEDGE OF ALLEGIANCE** – Marcus Smith led the Pledge of Allegiance.
3. **ROLL CALL**

PRESENT: Jonathan Wilson, Daniel Zamilpa, Krupa Desai, Marcus Smith, Jorge Seperak, Giselle Washington, Shannon Morton

ABSENT: Chela Demuir

ALSO PRESENT: Community and Legislative Affairs Manager John Leonard, Community and Legislative Affairs Supervisor Andi Lovano

4. **APPROVAL OF THE MINUTES**

Approval of the October 26, 2021 Meeting Minutes

ACTION: Approved the Minutes of October 26, 2021, motion by Daniel Zamilpa, second by Marcus Smith, and approved 7 to 0.

5. **PUBLIC COMMENT:**

The public is given the opportunity to address the Social Justice Task Force on any item within its responsibility. At the discretion of the Social Justice Task Force, speakers may be limited to two minutes each.

6. **THE TASK FORCE WILL RECEIVE AN UPDATE FROM THE CITY'S SOCIAL SERVICES DIVISION ON SOCIAL SERVICE UTILIZATION AND NEEDS ASSESSMENT FOCUSING ON COMMUNITY MEMBERS OF COLOR IN WEST HOLLYWOOD (*City's Social Services Division*)**

Attachments:

- 1) Staff Report – Needs Assessment Focusing on Community Members of Color
- 2) PowerPoint Presentation

ACTION: Received presentation from Staff.

7. THE TASK FORCE WILL HEAR FROM CAPTAIN ED RAMIREZ AND LIEUTENANT BILL MOULDER FROM THE WEST HOLLYWOOD SHERIFF'S STATION, AS WELL AS SHEA GIBSON, OPERATIONS MANAGER OF BLOCK BY BLOCK (*West Hollywood Sheriff's Station and Block by Block*)

ACTION: Received presentation and provided feedback.

8. SUBCOMMITTEE ITEMS (*City Staff*)

1. Economic/Community Development & City Contracting/RFP Process
2. Housing & Homelessness and Social Services
3. Public Safety

ACTION: Received reports and provided input.

9. DISCUSSION ABOUT COMMUNITY PARTNERS, BUSINESS OWNERS, COMMUNITY ACTIVISTS, SERVICE PROVIDERS, AND STAKEHOLDERS OF INTEREST TO THE TASK FORCE (*City Staff*)

ACTION: Received Presentation and discussed.

10. TASK FORCE LIAISON RECOMMENDATIONS (*City Staff*)

Attachment:

1. Liaison Recommendations

ACTION: Approved the Task Force liaison recommendations, motion by Daniel Zamilpa, second by Shannon Morton, and approved 7 to 0.

11. ITEMS FROM STAFF

This time is set aside for City staff to provide information to the Social Justice Task Force on items of interest to the Task Force.

12. ADJOURNMENT

The Social Justice Task Force adjourned at 7:55 PM to its next regular meeting on Tuesday, December 21, 2021 at 6:00 PM, which will be held via teleconference.

DRAFT

SUBJECT: **AUTHORIZATION TO RELEASE A REQUEST FOR PROPOSALS FOR A HISTORICAL CONTEXT STUDY**

INITIATED BY: **COMMUNITY SERVICES DEPARTMENT**
(Yvonne Quarker, Director)
(Andi Lovano, Community & Legislative Affairs Supervisor)
(Jasmine Duckworth, Community Programs Coordinator)

STATEMENT ON THE SUBJECT:

The City Council will consider approving the issuance of a Request for Proposals (RFP) to complete a historical context study of the City of West Hollywood. The findings of the study, as well as feedback from the Social Justice Task Force, will inform the City Council's next steps in establishing racial equity initiatives.

RECOMMENDATIONS:

1. Authorize the issuance of a Request for Proposals (RFP) for a historical context study for the City of West Hollywood.
2. Receive and file the Southern California Association of Governments (SCAG) Regional Council's recently adopted Racial Equity Early Action Plan.

BACKGROUND / ANALYSIS:

On December 6, 2021, the City Council directed staff to prepare and issue a Request for Proposals ("RFP") to complete a historical context study of the City of West Hollywood, return with information from SCAG related to their work on racial equity, and provide information on Dr. William Darity Jr. An update on these directives is provided below.

Historical Context Study

There is much to understand and acknowledge as a progressive, modern local municipality about the historical context of the area that is now known as the City of West Hollywood. Throughout the historical development of the metropolitan Los Angeles region, many parts of Los Angeles County had policies and laws in place that were designed to create and uphold discriminatory practices, to segregate Black people and other people of color, and to reinforce racial, cultural, and class bias in home ownership. These policies have had generational impacts on population makeup, homeownership rates, and modern-day policies and zoning restrictions.

The City of West Hollywood is committed to creating an inclusive and welcoming environment for everyone. It is important for the City to acknowledge the history of the

land that is currently the incorporated City of West Hollywood, including examining potentially discriminatory or unjust policies that were in place historically as the City continues to address racial injustice and inequity as matters consistent with the City's mission and core values.

This item authorizes the issuance of a Request for Proposals (RFP) to develop a historical context study of the City of West Hollywood. The RFP is seeking a consultant that will research and analyze the historical context of racial segregation and discriminatory policies of this geographic area prior to cityhood. The consultant will provide a historical narrative of the area and will serve a lead role in information-gathering, and historical and archival research. The study will seek to identify the history of Indigenous populations, demographic shifts of inhabitants, and research history and policies that may have contributed to racial and cultural discrimination in past decades.

Specifically, the scope of work will include:

- Archival and historical research;
- History of Indigenous peoples, demographic shifts of inhabitants, and research of history and policies that may have contributed to racial and cultural discrimination in past decades; and;
- Historical narrative of the geographical area in the 19th and 20th centuries.

The draft RFP will be reviewed by the Social Justice Task Force at their meeting on January 11, 2022. Once finalized, the RFP will be released on PlanetBids and all interested, eligible and qualified parties are encouraged to submit a proposal.

The findings of the study will inform the City Council on next steps in establishing racial equity initiatives. The draft RFP is provided as Attachment A.

SCAG's Racial Equity Early Action Plan

In July 2020, the Southern California Association of Governments' (SCAG) Regional Council adopted Resolution 20-623-2 (Attachment B), affirming its commitment to advancing justice, equity, diversity, and inclusion throughout Southern California. The resolution called for the formation of an ad hoc Special Committee on Equity & Social Justice to further develop SCAG's response to advancing equity. The Committee met on a quarterly basis starting in September 2020 and concluding in March 2021, culminating in the development of an early action plan.

On May 6, 2021, SCAG's Regional Council adopted the Racial Equity Early Action Plan (Attachment C), which will provide an equity and social justice framework for SCAG's regional leadership. The Early Action Plan establishes a definition of equity, overarching goals, priorities and actionable items that advance racial equity through SCAG's policies, practices and activities. It includes actions that can be initiated with existing resources through process improvements, leveraging current work activities, and forming new

partnerships, as well as new efforts and programs that would need to be considered through the budget development process.

More information on SCAG's efforts to advance equity and social justice is available on their website at <https://scag.ca.gov/IDEA>.

Professor William Darity Jr.

Professor William A. ("Sandy") Darity Jr. is the Samuel DuBois Cook Professor of Public Policy, African and African American Studies, and Economics and the director of the Samuel DuBois Cook Center on Social Equity at Duke University. Professor Darity's research focuses on inequality by race, class and ethnicity, stratification economics, schooling and the racial achievement gap, North-South theories of trade and development, skin shade and labor market outcomes, the economics of reparations, the Atlantic slave trade and the Industrial Revolution, the history of economics, and the social psychological effects of exposure to unemployment. His most recent book, coauthored with A. Kirsten Mullen, is "From Here to Equality: Reparations for Black Americans in the 21st Century (2020)".

Staff has reached out to Professor Darity to see if he is available to present his research and expertise at an upcoming Social Justice Task Force meeting. Staff hopes to be able to schedule the presentation for a meeting in February or March.

CONFORMANCE WITH VISION 2020 AND THE GOALS OF THE WEST HOLLYWOOD GENERAL PLAN:

This item is consistent with the Primary Strategic Goal(s) (PSG) and/or Ongoing Strategic Program(s) (OSP) of:

- OSP-6: Value and Encourage our Broad Diversity of Cultures.

In addition, this item is compliant with the following goal(s) of the West Hollywood General Plan:

- HS-1: Maintain and pursue humane social policies and social services that address the needs of the community.
- HS-3: Promote a community with strong social networks and cross-cultural interaction.

EVALUATION PROCESSES:

The Community & Legislative Affairs Division will track the timeline and quality of the submittals of the selected consultant.

ENVIRONMENTAL SUSTAINABILITY AND HEALTH:

N/A

COMMUNITY ENGAGEMENT:

The historical context study will include levels of community engagement, including meeting with the Social Justice Task Force and other relevant community stakeholders.

OFFICE OF PRIMARY RESPONSIBILITY:

COMMUNITY SERVICES DEPARTMENT / COMMUNITY & LEGISLATIVE AFFAIRS
DIVISION

FISCAL IMPACT:

None at this time. The City Council authorized the use of \$100,000 from budgeted funds in the Special Council Programs account number 100-1-01-00-531001 for costs associated with the historical context study (estimated \$70,000 to \$100,000).

ATTACHMENTS:

Attachment A: Historical Context Study RFP

Attachment B: SCAG Regional Council Resolution 20-623-2

Attachment C: SCAG Racial Equity Early Action Plan Final Report

REQUEST FOR PROPOSALS

HISTORICAL CONTEXT STUDY OF THE CITY OF WEST HOLLYWOOD



Date Issued: January 19, 2022

Proposal Due: February 25, 2022



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Attachments

 1. Draft Agreement of Services

 2. Historical Context Study and Evaluation of Reparations Program – Staff Report

 3. City of Glendale, Acknowledgement of the City of Glendale’s Historical Contributions to Racism

4. City of Culver City, Acknowledging the Racial History of Culver City – Staff Report and Resolution
5. City and County of San Francisco – Citywide Historic Context Statement for LGBTQ History in San Francisco
6. City of Los Angeles (Department of City Planning) – Citywide Historic Context Statement on African American History of Los Angeles
7. City of Riverside – Latino Historic Context Statement

EXECUTIVE SUMMARY

The City of West Hollywood invites qualified professionals to complete a historical context study of West Hollywood. The findings of the study will inform the City on next steps in establishing initiatives to address racial equity.

The City of West Hollywood was officially established as an incorporated city in 1984. At the time, a coalition of LGBTQ activists, seniors, and renters came together to advocate for cityhood. As a city, it has a relatively brief 37-year history of prioritizing progressive social policies, including providing social services and affordable housing programs for residents and community members in need.

Prior to cityhood, West Hollywood was an unincorporated section of Los Angeles County. Historically, many parts of Los Angeles County had policies and laws in place that were designed to create and uphold discriminatory practices, to segregate Black people and other people of color, and to reinforce racial and class bias in home ownership.

As the City of West Hollywood continues to stay committed to creating an inclusive and welcoming environment, it is important that the City recognize and acknowledge the history of this land and continue to elevate issues of racial injustice and inequity as central to the City's mission and core values. This Request for Proposals is seeking a consultant that will research and investigate the historical context of racial segregation and discriminatory policies of the geographical area, now known as West Hollywood.

INTRODUCTION AND SCHEDULE

PURPOSE OF THE REQUEST FOR PROPOSALS (RFP)

The City of West Hollywood (“City”) hereinafter referred to as “City”, is soliciting proposals from qualified professionals to complete and prepare a historical context study, often referred to as a special history study, on the City of West Hollywood and research racially and culturally discriminatory policies that existed in the geographical area, now designated as the city of West Hollywood.

In an effort to build on its commitment to upholding the spirit of inclusion and equity, the City of West Hollywood seeks to complete a historical context study. The study should include an in-depth analysis of the history of the area, including cultural, and racial segregation and discriminatory policies in place in the area prior to cityhood. The findings of the study will inform next steps to address racial equity in the City.

The selected Consultant will focus on proactively researching, developing, and completing a thorough historical narrative of the geographical area encompassing West Hollywood and its neighborhoods. The study should include reference to the Indigenous communities that first occupied the land and the subsequent history of how the demographics and inhabitants changed over time. The main focus of the project will be to highlight policies that led to cultural and racial discrimination during the 19th and 20th centuries and how these policies have shaped the current physical, economic, and demographic landscape in West Hollywood.

There are various cities that have engaged in work to acknowledge their racial pasts. In September of 2020, the City of Glendale passed a resolution acknowledging the racially exclusionary past of Glendale as a “sundown town” and authorized the issuance of a Request for Proposals to complete a historical context statement for the City of Glendale. More recently, the City of Culver City passed a resolution acknowledging the racial history of Culver City including its history as a “sundown town” for a significant portion of the 20th century and recognizing the racially restrictive covenants and deed restrictions that prohibited African Americans, and other people of color from housing and land ownership within Culver City.

It is important to emphasize the difference between historical context statements that have been prepared by other cities and organizations, and the historical context study that this RFP seeks proposals for. A historical context study is different from a historical context statement, which is often used in historic preservation research as a framework for evaluating a property for historic significance and integrity. The requested study relates to the history of West Hollywood and the area prior to the incorporation of the City. It is not related to specific sites and buildings. There are however historical context

statements that provide historical background and context to specific themes and subject matter. The attachments to this RFP provide a few examples of the types of context driven studies that have been performed by other cities.

ELIGIBILITY

To be considered in this process, the City is inviting written proposals from qualified individuals or firms having experience with: historic research regarding individuals, groups, businesses, organizations, and places related to people of varied racial, ethnic, and socio-economic backgrounds in West Hollywood; identifying significant people, groups, places, and events that inform the history of the City and the lives of its residents and visitors; outreach and engagements involving community members of varied backgrounds; and the creation of historic context reports.

Consultants submitting proposals may develop a team as appropriate to accomplish the proposed scope of services and subcontract certain elements and services as needed, provided all insurance and bond requirements are met.

Qualified professionals who live in West Hollywood and/or are professionals of color, women, professionals living with disabilities, and LGBTQ+ professionals are highly encouraged to apply.

RFP SCHEDULE

The following dates represent the City’s best estimate of the RFP schedule that will be followed. The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

RFP SCHEDULE AND DEADLINES	DATE
RFP issued by the City	January 19, 2022
Deadline for Written Questions (5:00 PM PST)	February 9, 2022
Answers posted	February 15, 2022
Proposal due date (5:00 PM PST)	February 25, 2022
City completes screening process (including proposal evaluation and interviews) and makes determination.	March 11, 2022
Awarding & execution of contract	March 2022

IMPLEMENTATION TIMELINE

The City anticipates having the Consultant begin work in April 2022, with submittal of final deliverables from the scope of work to the City occurring by the end of summer 2022. Consultants shall include a schedule to complete the scope of work in the submittal. The City would like the analysis and report to be completed as quickly as reasonably possible. The City reserves the right to accept proposals that fall outside of this estimated length of completion.

QUESTIONS OR CLARIFICATIONS

It shall be the Consultant's responsibility to ask questions, request changes or clarifications, or otherwise advise the City if any language, specifications, or requirements of the RFP appear to be ambiguous or contradictory.

Every attempt shall be made to ensure the Consultant receives an adequate and prompt response. Questions and requests for clarifications regarding this RFP must be submitted via the PlantBids System or via email to Jasmine Duckworth at jduckworth@weho.org by 5:00 p.m. on February 25, 2022 (hyperlink). Any questions received after that date shall not be answered. All questions submitted by this deadline 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.

WEST HOLLYWOOD OVERVIEW

The City of West Hollywood was incorporated in 1984. It is 1.9 square miles in area and bounded by Beverly Hills to the west, Hollywood to the east and Los Angeles to the north and south. The city is home to a diverse and vibrant community. West Hollywood is known for its progressive public policies and advocacy for LGBTQ, civil, and human rights issues. The city administers extensive support for vulnerable community members through its robust social services programs.

The City is home to approximately 36,000 residents and over 3,500 businesses. More than 80% of residents are renters. Approximately 40% of the City's residents identify as LGBTQ, 10% are Russian-speaking immigrants, and close to 20% are senior citizens. 75% of City residents identify as non-Hispanic White; 10% of residents identify as Hispanic/Latino of any race, 4% of residents identify as non-Hispanic Black or African American; 6% identify as non-Hispanic Asian or Pacific Islander, and 5% as non-Hispanic American Indian, Alaska Native, Some Other Race, or Multiracial.

The City of West Hollywood is a general law city that follows the laws of the State of California. The City is governed and managed by a City Council-City Manager form of government, where five elected Councilmembers set policy and delegate the management of day-to-day operations and implementation of policies to the City Manager and City staff.

The City Council has, throughout the years, created different Commissions and Advisory Boards. There are currently nine City Commissions, including: Arts & Cultural Affairs, Business License, Human Services, Historic Preservation, Planning, Public Facilities, Public Safety, and Rent Stabilization, and Transportation. The City Council has also created Advisory Boards, which advise the City Council on needed programs and on proposed/existing policies. Currently, the City has six Advisory Boards, including: Disabilities Advisory Board, Lesbian & Gay Advisory Board, Russian Advisory Board, Senior Advisory Board, Transgender Advisory Board, and Women's Advisory Board.

The City Council has also created community-based Committees and Task Forces, including the Social Justice Task Force, West Hollywood Bicycle Task Force, Ethics Reform Task Force, 1343 N. Laurel Avenue Vision Concepts Committee, and Cannabis Business License Screening Application Evaluation Committee.

One of the City's core values is respect and support for people, which includes a commitment to social justice and racial equity. In July 2020, the City joined the Government Alliance on Race and Equity (GARE), a national network of government municipalities and organizations committed to addressing and advancing social and racial equity. The City has taken explicit steps to uphold this commitment, including: the formation of a Social Justice Task Force to advise on social and racial equity issues and provide policy recommendations to the City Council to address systemic racism for the City of West Hollywood; the formation of a staff-led Diversity, Equity, and Inclusion

Subcommittee for internal-facing improvement and training; and joining the Government Alliance on Race and Equity to access institutional resources for these efforts.

Mission Statement

As a premiere city, we are proactive in responding to the unique needs of our diverse community, creative in finding solutions to managing our urban environment, and dedicated to preserving and enhancing its well-being. We strive for quality in all our actions, setting the highest goals and standards.

Core Values

Respect and Support for People

We recognize and celebrate the diversity of our community by treating all individuals with respect for their personal dignity and providing a wide array of specialized services. We promote mutual respect, courtesy, and thoughtfulness in all interactions.

Responsiveness to the Public

We hold ourselves accountable to the members of our community and are committed to actively seeking public participation. We promote a public process whereby we can respond to the community's needs while balancing competing interests and diverse opinions.

Idealism, Creativity and Innovation

We value our artistic richness and support idealism and creativity. We are dedicated to consistently finding innovative and better solutions to provide the best public service possible

Quality of Residential Life

We maintain a balanced sense of community by protecting quality of life, conserving our historic neighborhoods, safeguarding housing affordability, and proactively governing growth with care and thought.

Promote Economic Development

We recognize that economic development is essential to maintaining quality of life for the total community. We support an environment where our diverse and eclectic businesses can flourish and seek mutually beneficial relationships with the business community.

Public Safety

We protect the personal safety of our constituents and safeguard the community from the threats of natural, technological and other man-made hazards. Through preparation and planning, we minimize the effects of these disasters.

Responsibility for the Environment

We make it our responsibility to protect and improve our natural and built environments, pursuing opportunities to preserve and create open and green space in our urban setting. We initiate partnerships with other cities and agencies to address regional and global environmental challenges.

SCOPE OF WORK

The selected Consultant shall be required to conduct an in-depth analysis of the historical context of the City of West Hollywood. The study should identify the history of the Indigenous peoples, demographic shifts of inhabitants, and research of racially and culturally discriminatory policies that have existed in the area in the 19th and 20th centuries.

The Proposer shall provide a detailed timeline and work plan to include the following services which will deliver a comprehensive historical context study as described. The time frame for the entire project is an estimated five to six months.

- Project kick-off: Meeting with City staff to discuss project goals and objectives, confirm the project schedule, and identify existing documents, data, policies, and initiatives relevant to the study.
- Stakeholder engagement: The awarded Consultant shall establish cooperative consultation throughout the process with representatives from the City, Social Justice Task Force, and community members. The Consultant will conduct at least one in-person consultation with the Social Justice Task Force and two consultations with other community members as defined by staff at the beginning of the process. The purpose of these meetings will be to gather relevant information on the historical context of the area and to better understand the lasting impact of these historic policies on community members today. If more meetings are desired, the Consultant can adjust and coordinate with staff as necessary.
- Complete primary and secondary source research and develop a narrative context study (two drafts and on final). The context study will include:
 - Introduction to the historic context which discusses the purpose and scope of the project, terms and definitions used, a summary of existing scholarship and research resources, and a discussion of outreach efforts.
 - Historical overview and background
 - Narrative statement of significant thematic and chronological periods of history of the area, now known as West Hollywood, prior to the establishment of cityhood, and describing the broad patterns of historical development of the area, including the history of the indigenous peoples and the demographic shifts of inhabitants overtime.
 - Narrative statement of the racially and culturally discriminatory policies that existed in the area in the 19th and 20th centuries.

- Analysis and narrative of how events, resources, areas of significance, and geographic areas have impacted the current demographic and political climate, such as relationships, socioeconomic consequences, and other long-term outcomes that were determined or informed by the historic context.
- Bibliography of sources used.

DELIVERABLES

- Historic Context Study, First Draft
- Historic Context Study, Second Draft, including proposed images, drawings, maps, and other illustrations, as well as appendices
- Historic Context Study, Final Report, which includes all the elements of the full draft plus a title page, table of contents, and separate/standalone executive summary; Consultant will also submit permission to publish all images not in the public domain
- Public presentation, summarizing Consultant's work and the Historical Context Study, including visual aids of historic images and documents. The date and location of this presentation will occur after the submission of the final draft.

PROPOSAL SUBMISSION

PROPOSAL DUE BY FEBRUARY 25, 2022 AT 5:00 P.M. (PST)

The Proposer shall submit one (1) digital copy of the submission on PlanetBids. Proposals received after this time and date shall be disqualified and unopened. No oral, telephonic, faxed, emailed, or telegraphic proposals or modifications of proposals will be considered.

The Proposer is solely responsible for “on time” submission of their electronic proposal Response File via PlanetBids. The City will only consider proposals that have been transmitted successfully and have been issued an e-bid confirmation number with a time stamp from the PlanetBids Bid Management System indicating that the proposal was submitted successfully. The Proposer shall be solely responsible for informing itself with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer’s sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the proposal submission process may contact PlanetBids at (818) 992-1771. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the submission deadline.

PROPOSAL PAGE LIMIT

Proposals must be clear, succinct, and not exceed forty (40) pages, excluding optional communications material (e.g. sample reports from other projects).

All submittals will be evaluated on the completeness and quality of the content. Only those proposals providing complete information as required will be considered for evaluation.

PROPOSAL ORGANIZATION

The Proposer must provide all information as requested in this RFP. Responses must follow the format outlined below. Additional materials beyond the stated page limit may not be considered. The City may reject as non-responsive at its sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

1. Cover Letter

An overall introduction to the proposal is required. The cover letter must state the name of the person(s) authorized to represent the Proposer in any negotiations, the name (s) of the person(s) authorized to sign any contract that may result, the contact person's name, mailing or street addresses, phone and fax numbers, and email addresses. A legal representative of the successful firm, authorized to bind the firm in contractual matters must sign the cover letter and the proposal response. The letter may also briefly set forth any particular information the Proposer wishes to bring to the City's attention and if any information contained in the response should be considered proprietary.

2. Executive Summary

Proposers must include an executive summary, including a statement of the Proposer's understanding of the needs of the City and a brief narrative highlighting the proposal. Please include any benefits your approach and organization has over your competitors.

3. Company Background

Proposers must provide their response to the following statements and questions in this section of their proposal.

1. Name of company
2. Name of parent company, if applicable
3. Company address
4. Company website address
5. Number of years company has been in business
6. Number of employees in your company
7. Number of employees available to work on this project, their titles, and how they will contribute to this project
8. Diversity within Proposer's organization
9. Proposer's understanding of or experience with historical context studies and research of culturally and racially discriminatory policies
10. Proposer's understanding of or experience with the City of West Hollywood
11. Proposer's experience in providing comparable services to other organizations
12. Detailed research and archival experience (Proposer's experience in providing comparable services to other organizations)

4. Understanding of Scope of Project

Proposers must include a statement of their understanding of the requested project scope. Such understanding shall represent the Proposer's expert knowledge of the functions, methods, and problems related to providing effective products and/or services as described in this RFP.

5. Proposed Professional Services & Timeline

Propose and describe in detail the professional services that will be provided, including an outline for how the historical context study will be conducted and executed, as requested in the Scope of Work section of this RFP.

Propose and describe in detail the implementation timeline corresponding to the historical context study and additional task as outlined in the scope.

6. Proposed Budget

Propose and describe in detail the fee structure corresponding to the related professional services, as outlined in the Scope of Work section. The City has established a project budget of up to \$100,000 for this effort, inclusive of all consulting, marketing, technology, and meeting-related costs.

8. References

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

1. Contact Name
2. Contact Title
3. Address
4. Phone Number
5. Email address
6. Location/Jurisdiction
7. Project Name
8. Project Description (Budget, Role, Outcome)
9. Project Dates
10. Client's Project Contract Number (if applicable)
11. Project Contract Value (initial and current or ending value)
12. Sample work products

9. Optional Communication Material

Proposer may include, if desired, communications materials, including newsletters, brochures, posters, and websites for review of products, tools, and services available. Supporting material may include other information pertinent to the proposal, such as case studies, reports and/or analysis of an implementation of their proposed solution. This material will not count towards the proposal page limit. If the optional materials are substantial in size, please consider including a text summary (working) web link to the material instead of the actual document.

10. Appendix

Conflict of Interest statement

Statement of acceptance of contract terms, or proposed modification

Statement of ability to provide standard insurance requirements

Acknowledgement of prohibited communication statement

PROPOSAL DETAILS

CANCELLATION

The City of West Hollywood reserves the right to modify, revise or cancel this RFP. Receipt and evaluation of proposals or the completion of interviews do not obligate the City to award a contract.

ACCEPTANCE OR REJECTION OF PROPOSAL

The City may reject any or all responses.

The City reserves the right to reject any and all proposals when such rejection is in the best interest of the City or the proposal contains major irregularities. Minor irregularities of the proposal may be waived by the City. The City also reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other proposals. The cost of preparing any responses to the RFP shall be borne by the respondents and shall not be reimbursed by the City.

After review of the responses, a proposer will be selected to submit a final proposal and enter negotiations. The qualifications, proposal and negotiations will be conducted by the City staff.

UNIVERSAL ACCESS AND NON-DISCRIMINATION

The City of West Hollywood has a long history of commitment to providing accessible programs and services to all citizens. In connection with the performance of this project, the selected Proposer, firm or team agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, color, religion, national origin, gender, gender variance, age, military status, sexual orientation, marital status, or physical or mental disability; and the Proposer, firm or team further agrees to insert the foregoing provision in all subcontracts for the project.

SAMPLE BASIC CONTRACT

It is important for Proposers to review Attachments 1 (Sample Draft Agreement for Services) in this RFP. The contract is the City's standard contract for these services and will be used at the culmination of this selection process. Any requests for deviation or modification of the contract language should be clearly identified in the proposal. The City reserves the right to modify its standard contract once a vendor is selected. Requests

that are not submitted as part of the RFP response will not be considered at a later date. Please note the City's mandatory Living Wage and Equal Benefits clauses.

VERIFICATION OF INFORMATION

Proposers are hereby notified that the City will rely on accuracy and completeness of all information provided in making its selection. Proposers are urged to carefully review all information provided to ensure clarity, accuracy, and completeness of such information. The City reserves the right to make any inquiries or other follow-up required to verify the information provided.

CONFIDENTIALITY

Prior to award of the Contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the Contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

OWNERSHIP OF REPORTS AND DATA

The originals of all studies, reports, exhibits, documents data and/or other work material(s) prepared and/or used to comply with any section/condition of this RFP, plus any copies of same required by the Contract to be furnished to the City, shall be deemed to be public records which shall be open to inspection by the public and, as such, shall become and remain the property of the City.

CONFLICT OF INTEREST

The Contractor shall have no interest in other projects or independent contracts that conflict in any manner with the interests of the City. The Contractor shall notify the City of any existing contracts or proposed new contracts which may conflict with the City's interests. Contractors submitting proposals in response to this RFP must disclose to the City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under an Agreement for Special Event Management and Production Services to be awarded pursuant to the RFP. If this Contractor has no conflict of interest, a statement to that effect shall be included in the proposal.

PROHIBITED COMMUNICATION

No proposer, or anyone representing a proposer, is to discuss this RFP with any official or employee of the City, other than the designated Point of Contact named on the Notice.

Neither proposers, nor anyone representing a proposer, are to discuss this RFP with any Contractor engaged by the City for assistance in preparing the RFP documents or any cost estimate associated with this procurement. Violation of this prohibition may result in disqualification of the Contractor even if the contract has already been awarded.

PROPOSAL EVALUATION AND SELECTION

EVALUATION CRITERIA

Each proposal shall be evaluated on the following evaluation criteria, weighting, and maximum points, as follows:

Criteria	Maximum Score
Project Approach and understanding	30
Consultant’s capabilities	30
Experience with similar types of projects	20
Project Cost	20
Total	100

PROPOSAL REVIEW

Designated City staff will evaluate the proposals received. For the purpose of scoring proposals, each staff member will evaluate each proposal based upon the criteria listed above. Staff may seek outside expertise, including, but not limited to, technical advisors.

Staff may request to interview top candidates for consideration.

CITY OF WEST HOLLYWOOD
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this [REDACTED]th day of [REDACTED], 2022, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and XYZ Company, 1500 Main Street, City, CA 90000 (hereinafter referred to as the "CONTRACTOR").

RECITALS

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

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

- 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
- 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 20[REDACTED] unless extended in writing in advance by both parties.
- 3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$[REDACTED] for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the CITY.
- 5. **CONTRACT ADMINISTRATION.**
 - 5.1. **The CITY's Representative.** Unless otherwise designated in writing, [REDACTED] shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
 - 5.2. **Manager-in-Charge.** For the CONTRACTOR, [REDACTED] shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the

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

CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

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

- 7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless City from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that City is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend City with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert

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

fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the City. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

- City means the City Council and its subordinate bodies, elected and appointed City officials and officers, City employees and authorized agents and volunteers of the City.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.

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

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

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

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

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

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

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

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

provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

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

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

CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.

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

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

16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.
18. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

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

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

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

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

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

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

Department Director

Paul Arevalo, City Manager

ATTEST:

Yvonne Quarker, City Clerk

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

Scope of Services:

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

Time of Performance:

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

Special Payment Terms:

NONE

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

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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit B

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

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

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

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

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

Contractor Signature _____

Printed Name of Contractor _____

Date _____

CITY OF WEST HOLLYWOOD CODE OF ETHICS FOR CONTRACTORS

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

Policy 1. CONTRACTORS shall be committed to the CITY.

Rules:

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

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

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

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

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

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

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

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

Policy 2. CONTRACTORS shall be committed to fiscal integrity.

Rules:

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

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

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

Rules:

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

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

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

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

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

Approved by City Council Minute Order on February 3, 2020

SUBJECT: **HISTORICAL CONTEXT STUDY AND EVALUATION OF A REPARATIONS PROGRAM**

INITIATED BY: **MAYOR PRO TEMPORE SEPI SHYNE
COUNCILMEMBER JOHN M. ERICKSON**

PREPARED BY: **COMMUNITY & LEGISLATIVE AFFAIRS DIVISION**
(John Leonard, Manager)
(Andi Lovano, Supervisor)

STATEMENT ON THE SUBJECT:

The City Council will consider directing staff to prepare and issue a request for proposals to complete a historical context study of the City of West Hollywood and to evaluate the establishment of a community reparations program.

RECOMMENDATIONS:

- 1) Direct staff to prepare and issue a request for proposals to complete a historical context study of the City of West Hollywood.
- 2) Direct staff and the City Attorney to evaluate the establishment of a community reparations program, based on the information collected in the historical context study and feedback from the Social Justice Task Force.
- 3) Support federal and state legislation and advocacy efforts to develop reparations programs in California and in the United States.
- 4) Authorize the Director of Finance and Technology Services to allocate \$100,000 from unallocated General Fund reserves to the Special Council Programs Account 100-1-01-00-531001, and increase the budget for Special Council Programs by the same amount.
- 5) Authorize the Director of Finance & Technology Services to allocate \$100,000 from budgeted funds in the Special Council Programs account number 100-1-01-00-531001 for costs associated with the historical context study.

BACKGROUND / ANALYSIS:

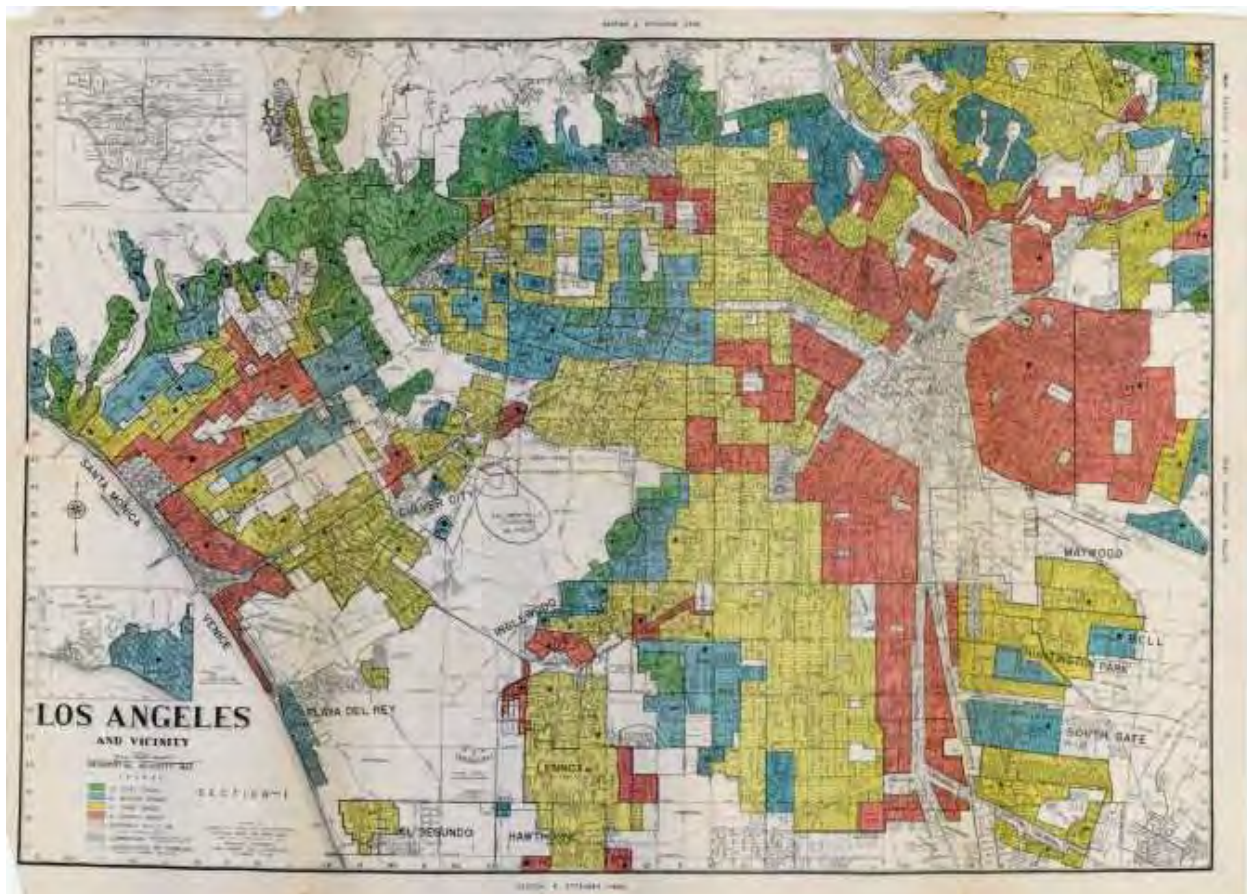
The City of West Hollywood was officially established as an incorporated city in 1984. At the time, a coalition of LGBT activists, seniors, and renters came together to advocate for cityhood. As a city, it has a relatively brief 37-year history of prioritizing progressive social policies, including providing social services and affordable housing programs for residents and community members in need.

Prior to 1984, West Hollywood was an unincorporated section of Los Angeles County. Historically, many parts of Los Angeles County had policies and laws in place that were designed to create and uphold discriminatory practices, to segregate Black people and other people of color, and to reinforce racial and class bias in home ownership.

One of the well-documented forms of discrimination was the policy of redlining. In 1939, the Home Owners Loan Corporation (HOLC), under the Federal Housing Administration (FHA), created a grading system to assess “desirability” of residential communities. Most communities were assigned one of the following grades:

- A: “Newer, Most Desired” (color-code Green)
- B: “Older, Still Desirable” (color-code Blue)
- C: “In Decline” (color-code Yellow)
- D: “Hazardous” (color-code Red)

The map below is the 1939 map of Los Angeles with the color-coded designations.¹



¹ The map is available to search and view more details for each section at:
<https://dsl.richmond.edu/panorama/redlining/#loc=10/34.005/-118.617&city=los-angeles-ca>.

A key factor that influenced the HOLC grades was race and class. A racially homogeneous population was considered desirable. Communities with African American, Asian, Native American, and Mexican American residents, as well as newly arrived immigrant groups such as Slavs, Jews, and Italians, typically received C grades or D grades. The assigning of the “red” D grade to communities with minority populations gave rise to the term “redlining”. Areas with this designation were often denied mortgages and home improvement loans due to the racial and ethnic makeup of the residents, regardless of qualifications or creditworthiness of individuals.

Redlined communities struggled to receive federally backed home loans, making property ownership much more difficult for residents. Because it was difficult or impossible to get loans for home improvements, property upkeep and renovation was very unlikely, perpetuating the physical decline of the community’s housing stock and reinforcing its redline designation.

In addition to redlining, restrictive covenants or deeds on real estate contracts in certain areas stipulated that sale or rental of the property to non-white people was prohibited. The use of land covenants restricted people solely based on their race, religion, or national origin. In California, a court case from the 1890s found that state and municipal governments could not discriminate but individuals were allowed the ability to discriminate when entering into residential contracts. Racially restrictive covenants were added to developments to have homeowners’ pledge such as, “I will not sell or rent to any person or groups other than the Caucasian Race.”

Redlining policies and racial restrictive covenants perpetuated race and class segregation that was already in place in many parts of Los Angeles County and many other cities throughout the country. Many argue that much of the wealth inequality that exists in the United States today is driven by inequality in the real estate market and discriminatory housing policies through the generations that have kept people from generating equity and building wealth over time. These policies have preserved racial segregation, exacerbated intergenerational poverty, and allowed for a continued wealth gap between white Americans and other minority groups.

According to the HOLC map, most of the area that would eventually become West Hollywood is graded as “In Decline” (color-code Yellow). According to some of the map details because the area was located in unincorporated county territory, “there is a possibility of an infiltration of subversive racial elements” (neighborhood C74). The area south of Santa Monica Boulevard between La Cienega and La Brea is described as “population is quite largely Jewish in character, approximately 40% of the inhabitants being of this race” and “a popular working-man’s district” (neighborhood C80). Several of neighborhoods mention the railway that previously went through West Hollywood as creating a “workingman’s area” with the presence of “subversive racial influences” (neighborhood D27).

This report provides direction to staff to further look into the historical context of racial segregation and discriminatory policies in this area (prior to cityhood). This will include preparing and issuing a request for proposals (RFP) to complete a historical context study of the City of West Hollywood. In 2020, the City of West Hollywood joined Government Alliance on Race & Equity (GARE). It is recommended that City staff participating in the GARE program help develop and/or review the RFP to help outline the City's needs and deliverables. The study would be one of the key pieces of data regarding a potential reparations program in the city and it will need to be highly detailed and cover multiple types of information and analysis. Due to the level of research and analysis required the city will likely need to hire a professional services firm to complete the study, similar to other studies and reports that the city frequently commissions.

The requested study is not the same as a "historic context statement" that is part of historic preservation programs. In the context of historic preservation, a historic context statement is a written document that provides the framework for evaluating a property historic significance and integrity. The requested study relates to the history of West Hollywood and the area prior to the incorporation of the City. It is not related to specific sites and buildings.

The proposed historical context study of the City of West Hollywood would be aimed at better understanding this complex history and based on the findings of that study, staff and the City Attorney would be directed to evaluate the establishment of a community reparations program (with feedback from the Social Justice Task Force).

Reparations Programs

According to the United Nations, "adequate, effective and prompt reparation is intended to promote justice by redressing gross violations of international human rights law or serious violations of international humanitarian law." Reparations can take the form of "restitution, compensation, rehabilitation, satisfaction and guarantees of non-repetition."

In the context of United States history, reparations aim to address the fundamental injustice, cruelty, brutality, and inhumanity of slavery in the United States. Reparations are a method to address the institutions of slavery, its subsequent racial and economic discrimination against African Americans, and the impact of these forces on living African Americans. Reparations have been a topic of discussion in the United States for centuries – dating back to the days following the Civil War when it was ordered that land confiscated from Confederate landowners be divided up into 40-acre portions and distributed to newly emancipated Black families. Although the federal government has historically resisted and opposed these requests, in recent years the topic has begun to gain more widespread attention and support.

Since 1989, lawmakers in Congress have introduced a bill that would form a commission to study and develop reparations proposals in the United States. H.R. 40 would establish

a federal commission to study the legacy of slavery in the United States and its ongoing harm and develop proposals for redress and repair, including reparations. In April 2021, the House Judiciary Committee held a historic vote on H.R. 40, and now the bill awaits a vote on the floor of the House of Representatives.

California Assembly Bill 3121 established a similar commission at the state level, the Task Force to Study and Develop Reparation Proposals for African Americans, with a Special Consideration for African Americans who are Descendants of Persons Enslaved in the United States (Task Force or Reparations Task Force). AB 3121 declared that “the slavery that flourished in the United States constituted an immoral and inhumane deprivation of Africans’ life, liberty, African citizenship rights, and cultural heritage and denied them the fruits of their own labor” and the ongoing effects of the institution of slavery include a legacy of persistent systemic structures of discrimination. The legislation also declared that “following the abolition of slavery, the United States government at the federal, state, and local levels continued to perpetuate, condone, and often profit from practices that continued to brutalize and disadvantage African Americans, including sharecropping, convict leasing, Jim Crow laws, redlining, unequal education, and disproportionate treatment at the hands of the criminal justice system.”

The purpose of the state Task Force is: 1) to study and develop reparation proposals for African Americans; 2) to recommend appropriate ways to educate the California public of the task force’s findings; and 3) to recommend appropriate remedies in consideration of the Task Force’s findings. This includes providing recommendations for policies, programs, and projects that will help reverse injustices, calculate compensation and eligibility requirements, and other forms of rehabilitation. The Task Force began meeting in June 2021 and it is anticipated to be a two-year process.

Also in June 2021, 11 U.S. mayors, including Los Angeles Mayor Eric Garcetti, pledged to pay reparations for slavery to a small group of Black residents in their cities. The mayors did not release details on how much the program would cost or who would pay for it; however, they did state that cities alone cannot pay for reparations on their own.

A few cities and institutions in the United States have established local reparations programs, and others are considering similar programs. Evanston, Illinois was the first U.S. city to make reparations available to Black residents for past discrimination and the lingering effects of slavery. Evanston pledged to distribute \$10 million over the next 10 years, including the distribution of \$400,000 to eligible Black households. Each qualifying household would receive \$25,000 for home repairs, down payments on property, and interest or late penalties on property in the city. Qualifying residents must either have lived in or been a direct descendent of a Black person who lived in Evanston between 1919 to 1969, or that person’s direct descendent, who suffered discrimination in housing because of city ordinances, policies, or practices. Also, residents who also experienced discrimination due to the city’s policies or practices after 1969 can qualify. The program

will be funded using tax money from the sale of recreational cannabis.

Asheville, North Carolina approved \$2.1 million toward funding reparations that will provide investments in areas where Black residents face disparities. Priorities could include efforts to increase minority home ownership and access to affordable housing. The program in Asheville does not require direct payments to individuals. The city also apologized for its participation in and sanctioning of slavery, as well as other historical injustices perpetrated against Black people, who make up 12 percent of the city's population.

This item directs staff to evaluate a reparations program in the City of West Hollywood based on the historical context study performed and feedback from the City's Social Justice Task Force. As an incorporated city, West Hollywood has a brief history that does not include legislative policies or procedures to intentionally discriminate against Black people or people of color. A reparations program in the City of West Hollywood would need to be developed in compliance with California law to avoid any gift of public funds for private purposes and any other requirements under state law, including without limitation Proposition 209.

CONFORMANCE WITH VISION 2020 AND THE GOALS OF THE WEST HOLLYWOOD GENERAL PLAN:

This item is consistent with the Primary Strategic Goal(s) (PSG) and/or Ongoing Strategic Program(s) (OSP) of:

- OSP-2: Institutional Integrity.
- OSP-5: Support People through Social Services.

In addition, this item is compliant with the following goal(s) of the West Hollywood General Plan:

- G-2: Maintain transparency and integrity in West Hollywood's decision-making process.
- HS-1: Maintain and pursue humane social policies and social services that address the needs of the community.

EVALUATION PROCESSES:

N/A

ENVIRONMENTAL SUSTAINABILITY AND HEALTH:

N/A

COMMUNITY ENGAGEMENT:

The historical context study and the proposed reparations program will be brought before the Social Justice Task Force for feedback before returning to City Council for further consideration.

OFFICE OF PRIMARY RESPONSIBILITY:

CITY MANAGER'S DEPARTMENT

FISCAL IMPACT:

The costs for a historical context study could range from \$70,000 to \$100,000 depending on the scope of services, type of consulting firm, and level of community outreach involved. Since the study will be one of the key pieces of data regarding a potential reparations program in the city it will need to be highly detailed and cover multiple types of information and analysis. Due to the level of research and analysis required the city will likely need to hire a professional services firm to complete the study, similar to other studies and reports that the City frequently commissions.

This item approves the use of up to \$100,000 from budgeted funds in the Special Council Programs account number 100-1-01-00-531001 for costs associated with the historical context study (estimated \$70,000 to \$100,000).

This item also authorizes the Director of Finance and Technology Services to allocate \$100,000 from unallocated General Fund reserves to the Special Council Programs Account: 100-1-01-00-531001, and increase the budget for Special Council Programs by the same amount, because the special council programs budget has been nearly exhausted for the fiscal-year 2021-2022.

A reparations program will have a fiscal impact. The annual amount of the program will vary depending on the extent of the program and the number of eligible participants.

**General Fund Supplemental Appropriations
Fiscal Year 2021-22**

Date	Description	Amount
Approved Supplemental Expenditures		
7/21/2021	Prop A Funds Exchange - City of Hermosa Beach	\$ 490,000
9/20/2021	COVID-19: Eviction Protection & Defense	\$ 73,978
11/3/2021	One-time Funding for Needs Assessment Consultant	\$ 75,000
11/15/2021	Security Ambassador Eastside Kiosk & Staffing	\$ 95,000
11/15/2021	Prop A Funds Exchange - City of Lakewood	\$ 1,400,000
Total Approved Supplemental Expenditures to Date		\$ 2,133,978
Proposed Supplemental Expenditures		
12/6/2021	Historical Context Study	\$ 100,000
12/6/2021	Text Communication Platform	\$ 15,000
Total Proposed Supplemental Expenditures		\$ 115,000
Appropriations Surplus/(Deficit) as Proposed		\$ (2,248,978)
Drawdown of Committed Reserves		
7/21/2021	Prop A Funds Exchange - City of Hermosa Beach	\$ (490,000)
11/15/2021	Prop A Funds Exchange - Lakewood	\$ (1,400,000)
Total Surplus/(Deficit) after Reserves		\$ (358,978)

**Special Council Programs
Fiscal Year 2021-22**

Date	Description	Amount
7/1/2021	Budget for Special Council Programs	\$ 80,000
12/6/2021	Proposed: General Fund Reserves Appropriation	\$ 100,000
12/6/2021	Proposed: General Fund Reserves Appropriation	\$ 15,000
Total Proposed Budget		\$ 195,000
Approved Allocations		
5/3/2021	Community Garden Y1 Operations	\$ 16,800
8/2/2021	BiVisibility Week	\$ 5,000
8/16/2021	Pet Week	\$ 5,000
9/20/2021	Expansion of Sexual Assault Awareness Campaign	\$ 5,000
10/4/2021	Cosponsorship: BOOM Virtual New Year's Event	\$ 15,000
10/18/2021	Pride Mural on City Hall	\$ 10,000
11/1/2021	Council-commissioned Artwork	\$ 10,000
11/1/2021	Unique Women's Coalition Thanksgiving	\$ 2,500
11/1/2021	Street Tree Giveaway Program	\$ 5,000
Total Approved Allocations to Date		\$ 74,300
Proposed Allocations		
12/6/2021	Pickleball Clinic Marketing	\$ 2,000
12/6/2021	General Fund Reserves: Historical Context Study	\$ 100,000
12/6/2021	General Fund Reserves: Text Communication Platform	\$ 15,000
Total Proposed Allocation		\$ 117,000
Amount Remaining		\$ 3,700



**CITY OF GLENDALE, CALIFORNIA
REPORT TO THE CITY COUNCIL**

AGENDA ITEM

Report: Acknowledgement of the City of Glendale’s Historical Contributions to Racism

1. Resolution Authorizing Staff to Prepare and Issue a Request for Proposals to Complete a Historical Context Statement for the City of Glendale
2. Resolution Acknowledging the Racially Exclusionary Past of Glendale, California as a “Sundown Town”

COUNCIL ACTION

Item Type: Action Item

Approved for September 15, 2020 **calendar**

ADMINISTRATIVE ACTION

Submitted by:

John Takhtalian, Deputy City Manager

Prepared by:

Nicole Pasini, Assistant Director of Library, Arts and Culture
Bradley Calvert, Assistant Director of Community Development
Christine B. Powers, Senior Executive Analyst

Reviewed by:

Michele Flynn, Director of Finance
Gary Shaffer, Director of Library, Arts and Culture
Philip S. Lanzafame, Director of Community Development
Roubik R. Golanian, P.E., Assistant City Manager
Michael J. Garcia, City Attorney

Approved by:

Yasmin K. Beers, City Manager

RECOMMENDATION

Staff respectfully recommends that City Council direct staff to prepare and issue a request for proposals to complete a historical context statement for the City of Glendale. Staff also recommends that City Council adopt a resolution acknowledging the racially exclusionary past of Glendale as a “sundown town.”

BACKGROUND/ANALYSIS

On July 21, 2020 in response to the nationwide dialogue on race and equity, and as part of a long-term effort to foster diversity, equity, and inclusion, City Council approved the City’s membership in the local and regional Government Alliance on Race & Equity (GARE). GARE is a national network of governments working to achieve racial equity and advance opportunities for all. Joining GARE provides staff with access to the organization’s resources, network, and staff to develop and present an action plan for consideration and discussion by City Council. Concurrently, the Police Department is reviewing its use of policies based on recommendations that were made by Attorney General Xavier Becerra, and will bring a report back to Council at some point.

Part of the request from Council on this topic included an acknowledgement of Glendale’s past with regard to race. As such, staff has been reviewing available historic documents to identify and understand Glendale’s history as it pertains to its racist past.

The City of Glendale was incorporated as a charter city in 1906. In 1920, the U.S. Census reported that the African American population of Glendale was 0.16%, and that population was likely comprised of live-in domestic workers. In 2019, the U.S. Census reported that the African American population of Glendale was 1.6%. Comparatively, the African American population for Los Angeles County was 9.0% in 2019, according to the U.S. Census. This disparity in racial makeup warrants an exploration of the history of Glendale.

James Loewen, sociologist, professor, and author of *Sundown Towns: A Hidden Dimension of American Racism*, defines sundown towns as “any organized jurisdiction that for decades kept African Americans or other groups from living in it and was thus ‘all-white’ on purpose,” through formal and informal methods. Loewen identified over 100 sundown towns in California in his research, including Glendale.¹

Informal methods to exclude Black people and other people of color from Glendale included intimidation and violence. Harassment of Black people who moved into Glendale, or who were visiting Glendale, is well documented with hate crimes reported

¹ Loewen, James W. *Sundown Towns: A Hidden Dimension of American Racism*. New York: Simon & Schuster, 2006.

in newspapers from the 1900s through the 1990s.^{2 3 4} Contemporaneous accounts and oral histories from Black people who worked in or lived near Glendale consistently note hostility and discrimination.^{5 6 7 8 9 10} Additionally, individuals who were not white were prohibited from being buried in Glendale's Forest Lawn Memorial Park until the 1960s.¹¹

Formal methods that kept Glendale all white are most clearly represented by racially restrictive covenants in housing. In the 1910s and 1920s, racially restricted housing was noted in advertisements for Glendale homes,^{12 13} and by the 1940s, Glendale was noted as a model for other communities that wanted to racially restrict housing.^{14 15 16} In 1940, Glendale was cited by the California Real Estate Association (CREA) "as being worthy of singular praise in its utilization of measures to keep it a '100% Caucasian Race Community'" due to the promotion of a pledge by homeowners which read, "I will not sell or rent to any person or groups other than the Caucasian Race." In 1942, the Glendale CREA chapter formed Race Restriction Committee "to establish perpetual race restrictions on all parcels of property in Glendale."¹⁷ As late as 1949, Glendale Realtors proudly declared their city a "100% Caucasian Race Community" in the CREA's annual directory.¹⁸ Debate continued on the issue of "open housing" through the 1960s,^{19 20} and controversy ensued when Black people did move into Glendale.²¹

² "Threat in Glendale: Negro Family is Ordered in Anonymous Communication to Leave Town." *Los Angeles Times* (1886-1922); Apr 2, 1907; ProQuest Historical Newspapers: Los Angeles Times. P II10.

³ Alexander, Pat. "Postscript." *Los Angeles Sentinel* (1934-2005); Dec 11, 1947; ProQuest Historical Newspapers: Los Angeles Sentinel. P 7

⁴ Man Admits Racist Action Against Black: [Home Edition]. *Los Angeles Times* (pre-1997 Fulltext); Mar 26, 1987; Global Newsstream. P 15.

⁵ "Negro Leader Assails Conditions in Glendale." *Los Angeles Times* (1923-1995); Jul 16, 1963; ProQuest Historical Newspapers: Los Angeles Times. P 2.

⁶ Merritt, Bruce G. Faith and Fair Housing: An Episcopal Parish Church in the 1964 Debate over Proposition 14. *Southern California Quarterly* (2013) 95 (3): 284–316. <https://doi.org/10.1525/scq.2013.95.3.284>

⁷ Central Avenue Sounds: Lee Young. Interviewed by Stephen L. Isoardi, 1991. UCLA Library Center for Oral History Research, University of California, Los Angeles.

⁸ Central Avenue Sounds: Clora Bryant. Interviewed by Stephen L. Isoardi, 1990. UCLA Library Center for Oral History Research, University of California, Los Angeles.

⁹ Central Avenue Sounds: William Douglass. 1990. UCLA Library Center for Oral History Research, University of California, Los Angeles.

¹⁰ "Local relations group to reform" Richard Swearingen, R. 1986, Sept. 12, Glendale News Press.

¹¹ "Integrating the City of the Dead: The Integration of Cemeteries and the Evolution of Property Law, 1900-1969." Vol. 56:4. *Alabama Law Review*. P 1153. August 7, 2005.

¹² ADVERTISEMENT. *Los Angeles Herald*, Volume XXXIX, Number 116, 13 February 1913. P 24.

¹³ Display Ad 220 -- No Title. *Los Angeles Times* (1886-1922); Apr 3, 1921; ProQuest Historical Newspapers: Los Angeles Times. P V4

¹⁴ "Ask Sign-up on Restrictions of Property Use." *La Habra Star*, Volume XXIX, Number 51, 27 July 1945. P 1.

¹⁵ "Start Plan to Make Race Restrictions," *La Habra Star*, April 20, 1945, 1.

¹⁶ "Would Limit Residents to Caucasian Race," *La Habra Star*, December 22, 1944, 1

¹⁷ Goodman, George. "Bigotry of Fair Housing Act Opponents Rooted in Past." *Los Angeles Sentinel* (1934-2005); Aug 27, 1964; ProQuest Historical Newspapers: Los Angeles Sentinel. pg. A12.

¹⁸ Hosang, D. (2010). *Racial Propositions: Ballot Initiatives and the Making of Postwar California*. University of California Press.

Although no official record of a Glendale sundown law has been found to date, there is ample documentary evidence that Glendale was a “sundown town.” For example, in 1938, Los Angeles City Park Commissioners refused to allow the Civilian Conservation Corps to house a company of African American workers at Griffith Park because the bordering cities of Glendale and Burbank had ordinances which prohibited Black people from remaining after sun down.²²

Additionally, Glendale has a history as home to white supremacist organizations that alone would have made the city hostile to African Americans. It is well documented that the Ku Klux Klan (KKK) was active in Glendale as early as the 1920s^{23 24} when it was noted to be a “strong” organization including many of the business' men of the suburban city [as] members of the masked brotherhood.”²⁵ The KKK was active in Glendale into the 1960s.²⁶ Other white supremacist organizations established themselves in Glendale, including the American Nazi Party in the 1960s and 1970s²⁷²⁸, the League of Peace Amendment Advocates in the 1980s²⁹, and various Aryan nationalist groups in the 1980s and 1990s³⁰³¹.

Another method of racial exclusion existed in the form of redlining. The term comes from federal government maps from the New Deal period, in which maps of every metropolitan area in the country were color-coded to indicate where it was considered safe to insure mortgages. Anywhere African Americans lived were colored red to indicate to appraisers that these neighborhoods were too risky to insure mortgages.³²

Redlining was a means to classify neighborhoods worthy of investment or lending. The Home Owner’s Loan Corporation (HOLC) developed redline maps in the 1930s to determine the level of risk associated with neighborhoods. As part of this initiative, the

¹⁹ Goodman, George. “Bigotry of Fair Housing Act Opponents Rooted in Past.” *Los Angeles Sentinel* (1934-2005); Aug 27, 1964; ProQuest Historical Newspapers: Los Angeles Sentinel. P A12

²⁰ Barber, Mary. “Pasadenan Warns Glendale League: Open Housing Not Easy.” *Los Angeles Times* (1923-1995); May 1, 1969; ProQuest Historical Newspapers: Los Angeles Times. P SG5

²¹ “Mixed Marriage Eviction Halted.” *Los Angeles Sentinel* (1934-2005), May 04 1967, p. 2. ProQuest. Web. 14 Aug. 2020.

²² Cole, Jr., Olen. *The African-American Experience in the Civilian Conservation Corps*. Gainesville: University Press of Florida, 1999.

²³ “Ku Klux Klan Will Be Seen on Glendale Streets.” *Glendale News-Press*, June 30, 1921. P 1.

²⁴ “Klan Handbills Distributed.” *San Pedro News Pilot*, Volume 12, Number 250, 23 December 1939. P 11.

²⁵ “LOS ANGELES SEEKS HIGHER-UPS IN INGLEWOOD NIGHT RIDERS OUTRAGES.” *Hanford Sentinel*, Volume 70, Number 41, 29 April 1922. P 1.

²⁶ “Interracial Couple Gets KKK Warning,” *Glendale News Press*, April 28, 1967.

²⁷ “Hahn Opposes Nazi Hdqtrs.” *Los Angeles Sentinel* (1934-2005); Dec 17, 1964; ProQuest Historical Newspapers: Los Angeles Sentinel. P. A4

²⁸ “Documentation of Nazi Activity Vowed at Rally,” *Glendale News Press*, May 6, 1965.

²⁹ O'Donnell, Santiago. “Glendale Group of White Supremacists May Move.” *Los Angeles Times* (1923-1995); Apr 14, 1989. ProQuest Historical Newspapers: Los Angeles Times. P VY10.

³⁰ Romney, Lee. “Police Investigating Source of Leaflets with Racist Messages.” *Los Angeles Times* (1923-1995), Jan 28 1993, p. 2.

³¹ Brian Lewis, “Racist Groups May Rally at Library,” *Glendale News Press*, July 30, 1987.

³² Gross, Terry. “A ‘Forgotten History’ of How the U.S. Government Segregated America.” *Fresh Air*. National Public Radio. May 3, 2017.

HOLC created maps using local real estate agents to determine that level of risk. These maps factored in proximity to noxious uses, such as industrial development, but the primary determining factor for classification was racial composition. The more minorities that lived in a neighborhood the lower the grade it was given, decreasing the likelihood that a finance company would lend to a prospective home buyer or builder. Maps were color coded into four classes: green (best), blue (desirable), yellow (declining), and red (hazardous). Yellow areas were seen as declining based on the what was described as a “subversive racial element” which was labeled as a threat. Redlined communities were seen as rapidly declining due to a high presence of minorities. Both yellow and red communities were deemed as high risk lending areas. Areas deemed as “best” and “desirable” earned this rating based on the presence of racially restrictive deeds and covenants. This essentially created two official barriers to entry for minorities into more wealthy neighborhoods: redlining maps and covenants.³³

In combination with the HOLC redlining maps, the Federal Housing Administration (FHA) also used subjective criteria based on race. Yellow and red areas were often not eligible for loans, which stifled development and encouraged urban decay. This was particularly damaging to older neighborhoods where even loans for repairs were difficult to obtain. The FHA would not provide insurance backing for mortgages in redlined and some yellow classified neighborhoods. Without FHA backing, most could not afford the alternative of high down payment, high interest rate, short term loans. Ultimately this led to redlined, and some yellow classified communities, unable to acquire loans for new purchases or even home improvements. This was further reinforced by the FHA’s own *Underwriting Manual*, which stated “If a neighborhood is to retain stability it is necessary that properties shall continue to be occupied by the same social and racial classes.” The *Underwriting Manual* served as a field guide when determining if a loan was FHA eligible.^{34,35}

Staff has found evidence of original redlined maps of Glendale that indicate risk of lending to particular neighborhoods in south Glendale based on the presence of minorities. The redlining map included as Exhibit 1 of this report, “Redlining Security Map,” was issued by the Federal Home Loan Bank Board in 1939. It should be noted that the green (best) and blue (desirable) communities were favored for lending based on their ability to restrict access to these neighborhoods. These neighborhoods were most prevalent in north Glendale, where their racially restrictive deeds were deemed as a positive tool to restrict opportunities for minorities, based on review by the HOLC. These maps and racially restrictive covenants were legal to use until 1968, cementing over three decades of economic and housing inequality. During this period, favored

³³ Ryan Reft, "Segregation in the City of Angels: A 1939 Map of Housing Inequality in L.A.," KCET, Los LA. <https://www.kcet.org/shows/lost-la/segregation-in-the-city-of-angels-a-1939-map-of-housing-inequality-in-la>

³⁴ United States. Federal Housing Administration. *Underwriting Manual. Underwriting and Valuation Procedure Under Title II of the National Housing Act, 1938.* <https://books.google.com/books?id=G0nVAAAAMAAJ&pg=PA970&lpg=PA970&dq=#v=onepage&q&f=false>

³⁵ William H. Brown, Jr. "Access to Housing: The Role of the Real Estate Industry," *Economic Geography*, 48, no. 1 (January 1972): 66-78.

neighborhoods and ethnicities were able to build and accumulate wealth through property ownership, while minorities were restricted in access to neighborhoods and the ability to build wealth. Restricted access to neighborhoods made finding employment more difficult, as well as restricted opportunities to higher quality education. Furthermore, redlined communities based upon race were often located closest to industrial uses and other noxious uses, creating disparity in public health as well as economic disparity.

Today, redlining maps are no longer used, but racial compositions and segregation in cities deeply follow the boundaries of these maps. Research has shown that most neighborhoods that were classified as green (best) and blue (desirable) typically have a racial composition of over 75% white today. Neighborhoods classified as yellow (declining) and red (hazardous) were majority-minority communities. While outlawed in the mid-20th century, redline maps created racial and economic division lines that have lasted through today.

Given the recent national tragedies that have sparked open, honest, and uncomfortable conversations surrounding race, it is appropriate and timely for the City of Glendale to understand, acknowledge, and confront its racial past in order to have conversations about race today. In an effort to fully explore and understand Glendale's history, staff recommends that City Council direct staff to draft and release a request for proposals (RFP) to complete a historical context statement for the City of Glendale. Many cities utilize historic context statements as an organizing structure for grouping information about historic properties that share a common theme, place, and time. A historic context statement is not intended to be a comprehensive history, but rather, it focuses on describing those historical development patterns within which the significance of resources can be understood. There can be differing themes for historic context statements, including race/ethnicity, and if directed to draft this RFP, the City of Glendale will request that the historical context statement focus on the theme of race/ethnicity, with the following subsections: African American, Latinx, Eastern Asian, and Western Asian. This is so as to not dilute the history and understanding of each group.

As the City works towards understanding and acknowledging its past, it has also launched a year-long series of educational programming through the Library, Arts & Culture Department. This series seeks to enhance and elevate culturally diverse artistic voices and bring additional focus on systematic racism by amplifying cultural voices through a lens of diversity, equity, and inclusion. These programs will occur in conjunction with such commemorations as Hispanic Heritage Month, Black History Month, Armenian Genocide Remembrance, Asian American and Pacific Islander Heritage Month, and the one-year anniversary of the 2020 racial justice protests. The series will feature authors, curators, historians, panelists, and speakers presenting exhibits and programming.

By understanding and acknowledging the past and confronting the present, the City of Glendale will be better equipped to move forward towards a future that is an antiracist

Glendale, and work alongside the community to gain a better understanding of what a safe, just, and inclusive community looks like for everyone who does (and does not) live in Glendale.

FISCAL IMPACT

Should City Council authorize the release of an RFP for a historical context statement, such funding would be derived from the General Fund reserve balance.

ALTERNATIVES

Alternative 1: The City Council may approve the motion to authorize the draft and release of a request for proposals for a historic context statement, and approve a resolution acknowledging the racially exclusionary past of Glendale.

Alternative 2: The City Council may choose to not authorize the draft and release of a request for proposals for a historic context statement, and not approve a resolution acknowledging the racially exclusionary past of Glendale.

Alternative 3: The City Council may approve the motion to authorize the draft and release of a request for proposals for a historic context statement, but not approve a resolution acknowledging the racially exclusionary past of Glendale.

Alternative 4: The City Council may choose to not authorize the draft and release of a request for proposals for a historic context statement, but approve a resolution acknowledging the racially exclusionary past of Glendale.

Alternative 5: City Council may provide any additional recommendations associated with either the historic context statement or the resolution.

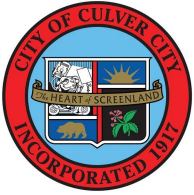
Alternative 6: The City Council may consider any other alternative not proposed by staff.

CAMPAIGN DISCLOSURE

N/A

EXHIBITS

1. Redlining Map



City of Culver City

Mike Balkman
Council Chambers
9770 Culver Blvd.
Culver City, CA 90232
(310) 253-5851

Staff Report

File #: 21-1119, **Version:** 1

Item #: A-1.

CC - Recommendation from the City Council Ad Hoc Equity Subcommittee to (1) Discuss and Consider the Adoption of a Resolution Acknowledging Culver City's Racial History; and (2) Provide Direction to the City Manager as Deemed Appropriate.

Meeting Date: June 17, 2021

Contact Person/Dept: Serena Wright-Black/Administrative Services
Lisa Vidra /City Attorney's Office

Phone Number: (310) 253-5640

Fiscal Impact: Yes No

General Fund: Yes No

Public Hearing:

Action Item:

Attachments: Yes No

Commission Action Required: Yes No **Date:**

Public Notification: (E-Mail) Meetings and Agendas - City Council (06/09/2021), (06/15/2021)

Department Approval: John M. Nachbar, City Manager (06/09/2021)

RECOMMENDATION

The City Council Ad Hoc Equity Subcommittee (Vice Mayor Daniel Lee and Council Member Yasmine -Imani McMorris) recommends City Council discuss and consider (1) adoption of a Resolution acknowledging Culver City's racial history; and (2) provide direction to the City Manager as deemed appropriate.

BACKGROUND/DISCUSSION

The City of Culver City was incorporated as a charter city in 1917. Prior to its incorporation, part of the land which would become Culver City was occupied for centuries by the Gabrielino-Tongva Indians. Culver City, along with many other planned communities in the United States from 1890 - 1960 by a single developer, was designed to be "all-white suburbs" and "excluded blacks, Jews, and Catholics from its inception"¹

James Loewen, sociologist, professor, and author of *Sundown Towns: A Hidden Dimension of*

American Racism, defines sundown towns as “any organized jurisdiction that for decades kept African Americans or other groups from living in it and was thus ‘all-white’ on purpose,” through formal and informal methods. Loewen identified over 100 sundown towns in California in his research, including Culver City.²

Informal methods to exclude Black people and other people of color from residing or being present in Culver City included reported harassment, intimidation and violence.

Formal methods that kept Culver City all white are represented by racially restrictive covenants in housing and redlining. In the 1910s and 1920s, racially restricted housing was noted in advertisements for Culver City homes.³ In 1927, as president of the Los Angeles Realty Board, Culver City’s founder Harry Culver oversaw the issuance of the following opinion:

The Los Angeles Realty Board recommends that Realtors should not sell property to other than Caucasian in territories occupied by them. Deed and Covenant Restrictions probably are the only way that the matter can be controlled; and Realty Boards should be interested. This is the general opinion of all boards in the state.⁴

It should be noted that although deed and covenant restrictions are illegal and unenforceable there are still many homes within Culver City that continue to have language which excludes the transfer or sell of property to any person other than Caucasian.

Another method of racial exclusion existed in the form of redlining. The term comes from federal government maps from the New Deal period, enacted between 1933 and 1939, in which maps of every metropolitan area in the country were color-coded to indicate where it was considered safe to insure mortgages. Anywhere African Americans lived were colored red to indicate to appraisers that these neighborhoods were too risky to insure mortgages. These maps and racially restrictive covenants were legal to use until 1968, cementing over three decades of economic and housing inequality. During this period, certain neighborhoods and ethnicities were able to build and accumulate wealth through property ownership while minorities, particularly African Americans, were denied this opportunity. It has been noted that many middle-class families have gained their wealth through the accumulation or inheritance of equity from residential property⁵.

In October 2020, the City of Glendale became the first city in California to adopt a resolution apologizing for its history as a “sundown town.” The City of Burbank adopted a similar resolution in December 2020. Antioch, California recently adopted a resolution apologizing for its mistreatment of early Chinese immigrants.

The City Council Ad Hoc Equity Subcommittee are recommending the City Council discuss and consider adopting a resolution, and appropriate associated policies and programs, which acknowledge and make amends for the historical racial inequities that have occurred within Culver City. (See Attachment 1)

FISCAL ANALYSIS

There is no financial impact of adopting the proposed Resolution; future financial impact is dependent upon which, if any, programs and policies are approved by City Council.

ATTACHMENTS

1. 2021-06-17_ATT 1 - Proposed Resolution

MOTION

That the City Council:

1. Discuss and Consider the Adoption of a Resolution Acknowledging Culver City's Racial History; and
2. Provide other direction to staff, as deemed appropriate.

NOTES

¹ Loewen, James W. *Sundown Towns: A Hidden Dimension of American Racism*. New York: Simon & Schuster, 2006. P 112.

² Loewen, James W. *Sundown Towns: A Hidden Dimension of American Racism*. New York: Simon & Schuster, 2006.

³ Gibbons, Andrea, *City of Segregation: 100 Years of Struggle for Housing in Los Angeles*, Verso, 2018, p. 26.

⁴ Gibbons, Andrea, *City of Segregation: 100 Years of Struggle for Housing in Los Angeles*, Verso, 2018, p. 26.

⁵ Gross, Terry. "A 'Forgotten History' of How the U.S. Government Segregated America." *Fresh Air*. National Public Radio. May 3, 2017.

1 WHEREAS, the City shall advocate for and support measures to remove such deed
2 and covenant restrictions; and

3 WHEREAS, the City acknowledges it occupies land appropriated from its original
4 Gabrielino-Tongva inhabitants who were massacred by waves of Spanish, Mexican and
5 Euro-American invaders, and then not allowed to live in the City; and

6 WHEREAS, the City acknowledges the fundamental injustice, inhumanity, and
7 unkindness of these practices; and,

8 WHEREAS, the City apologizes to the people of all races, creeds and colors who
9 have suffered under discriminatory and harmful policies and practices for the wrongs
10 committed against them and their forebears; and,

11 WHEREAS, the City expresses its commitment to rectifying the consequences of
12 these egregious policies and practices and to stop the occurrence of any similar practices
13 now and in the future; and,

14 WHEREAS, the City advocates for a Truth and Reconciliation Process to be
15 established or assigned to an existing City Commission, Board or Committee to bring
16 awareness to the City's history of de facto and de jure racist policies in its governmental
17 bodies, policing, and educational systems; and,

18 WHEREAS, the City advocates for the complete history of Culver City and the
19 United States white supremacist origins and past be taught in Culver City schools, and
20 included as part of all programs about and descriptions of the City's history; and,

21 WHEREAS, the City commits to developing and enforcing policies and practices to
22 make amends for the past, including creating a system of reparations designed to narrow
23 the racial and income housing gap in the City through:

1 1. Creating a fund which sets aside a specific percentage of tax revenue
2 received from cannabis businesses operating in the City to be used to correct racial
3 disparities in the unequal enforcement of marijuana laws; and

4 2. Providing financial assistance for housing to low-income residents and
5 prospective residents, including people of color, the unhoused, people employed in Culver
6 City and within the Culver City Unified School District, veterans, seniors, and the disabled;
7 and

8 3. Developing affordable housing sufficient for all those among the City's
9 workforce, including the employees of the Culver City Unified School District, who wish to
10 live in Culver City; and

11 4. Enlisting the help of local historians and other volunteers to find people
12 of color and those of non-Christian religious faiths, or their descendants, who have been
13 prevented from either buying or renting, or were forced out of housing, in Culver City since
14 its founding, with the intent of identifying programs that offer direct housing assistance,
15 equitable access to City employment, or other reparations.
16
17
18

19 NOW, THEREFORE, the City Council of the City of Culver City, DOES
20 RESOLVE as follows:

21 (A) The City acknowledges, apologizes for, and condemns all
22 racially motivated, discriminatory, or exclusionary aspects of the City's
23 history, and deeply regrets the pain, hurt, and suffering such policies
24 have caused;
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26 (B) City Council and staff will continue to engage in individual and
27 collective work to understand bias;
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- (C) The City will continue to examine the historical role that racism has played in Culver City by committing resources to draft a Racial Equity Action Plan and will review and revise its policies, procedures, ordinances, values, goals, and missions through an anti-racism lens to foster an unbiased and inclusive environment that is free of discrimination and harassment toward any person or group;
- (D) The City will continue to promote diversity, equity, and inclusion in its access to City services, programs, and facilities, and will stand up to bigotry, hatred, intolerance, racism, and violence; and
- (E) The City unequivocally rejects racism in all its forms and is committed to working towards building an antiracist Culver City where people of all races and cultural backgrounds are welcome to live and prosper.

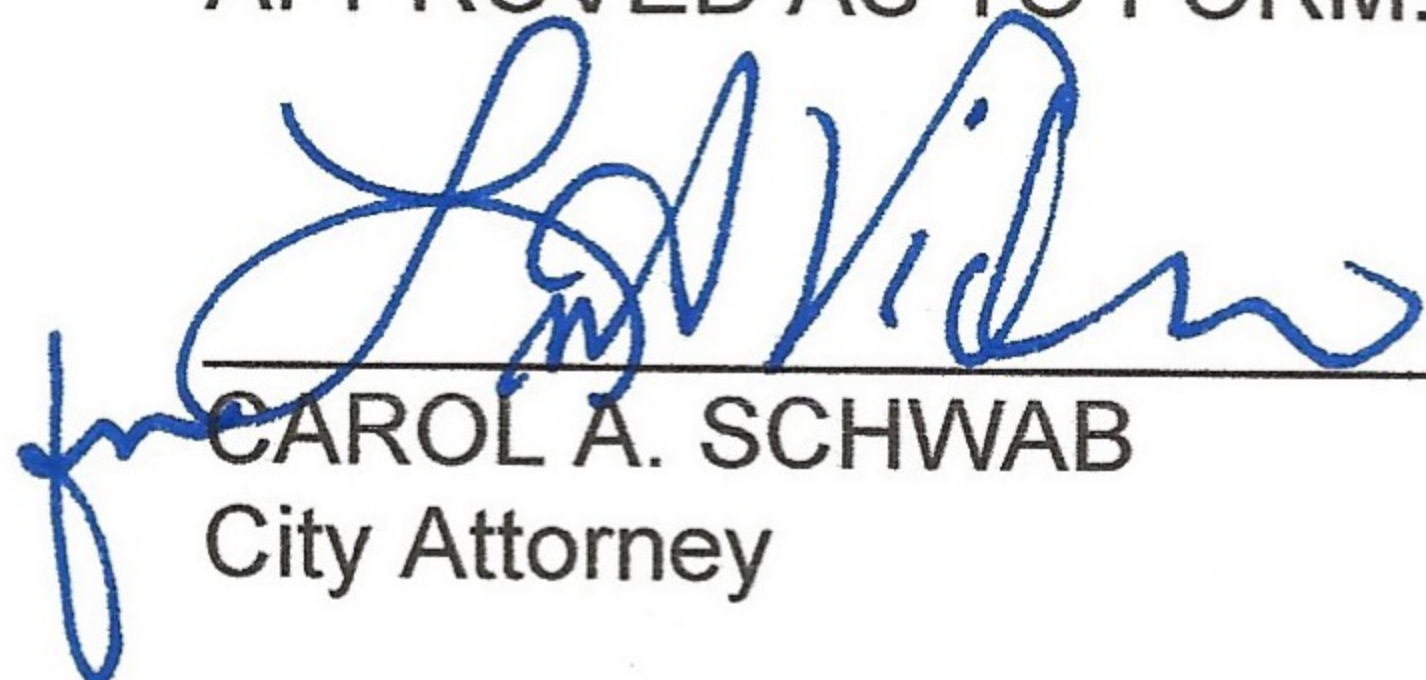
APPROVED and ADOPTED this _____ day of _____ 2021.

ALEX FISCH Mayor
City of Culver City, California

ATTEST:

JEREMY GREEN
City Clerk

APPROVED AS TO FORM:



CAROL A. SCHWAB
City Attorney

ADDITIONAL ATTACHMENTS

The following attachments are too large to include as PDF's. The links are provided for each below.
[City and County of San Francisco – Citywide Historic Context Statement for LGBTQ History in San Francisco](#)

[City of Los Angeles \(Department of City Planning\) – Citywide Historic Context Statement on African American History of Los Angeles](#)

[City of Riverside – Latino Historic Context Statement](#)