

CITY OF WEST HOLLYWOOD

REQUEST FOR PROPOSALS

HOUSING ELEMENT
IMPLEMENTATION

**CITYWIDE DEVELOPMENT STANDARDS
& BONUS INCENTIVE PROGRAMS**

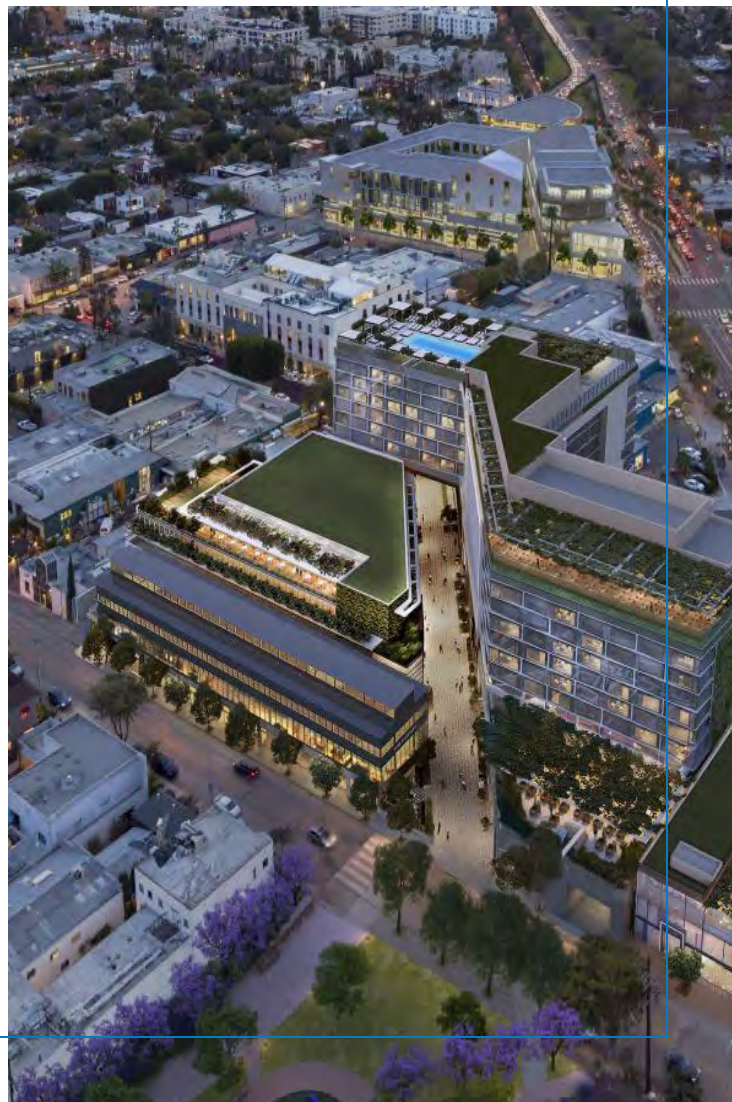
FEASIBILITY STUDY AND SITE DESIGN
MODELING

Issued: January 8, 2024

Questions Due: January 17, 2024

Proposals Due: **February 9, 2024**
by **5:00PM PT**
via [PlanetBids](#)

Community Development Department
Long Range Planning Division
City of West Hollywood



Executive Summary

The City of West Hollywood is recognized as one of the most progressive communities in the region, taking pride in its proactive efforts to address the needs of all socioeconomic segments of the community. West Hollywood has long-established progressive housing policies and a history of consistently meeting and exceeding its Regional Housing Needs Allocation (RHNA).

The City is furthering its commitment to accessible housing for all by implementing programs and policies outlined in the 6th Cycle of the City's Housing Element of the General Plan 2035. The City's Housing Element is a comprehensive plan to supply a diverse, high-quality housing stock to accommodate individuals and families equitably and affordably across the economic and social spectrum.

The City seeks consulting services from one or more firms to analyze the feasibility of and advance several Housing Element objectives pertaining to:

- The modification of base development standards that impact housing capacity across all the zoning districts in the City;
- Modernization of several existing incentive land use programs; and
- Creation of a Transit-Oriented Development Incentive Program.

These policies are intended to promote housing production, prioritize housing affordability, and progress the City's sustainability goals.



Thank you for your interest in this Request for Proposals. We look forward to reading your submissions.

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West Hollywood Overview

Background Information

The City of West Hollywood is an urbanized area central to Los Angeles County, with Beverly Hills to the west, Hollywood to the east, Hollywood Hills to the north, and the Fairfax District to the south.

The City includes national destinations and landmarks such as the Sunset Strip, the West Hollywood Design District, the Pacific Design Center, and an LGBTQ cultural district. The City is 1.9 square miles in size and is home to approximately 35,000 residents.

West Hollywood is known for its progressive public policies and inclusivity to LGBTQ and human rights issues. The City administers extensive support services for its most vulnerable populations, including seniors, youth, constituents with disabilities, and unhoused community members. Foundationally, providing stable and accessible housing is recognized as a core value for the City.

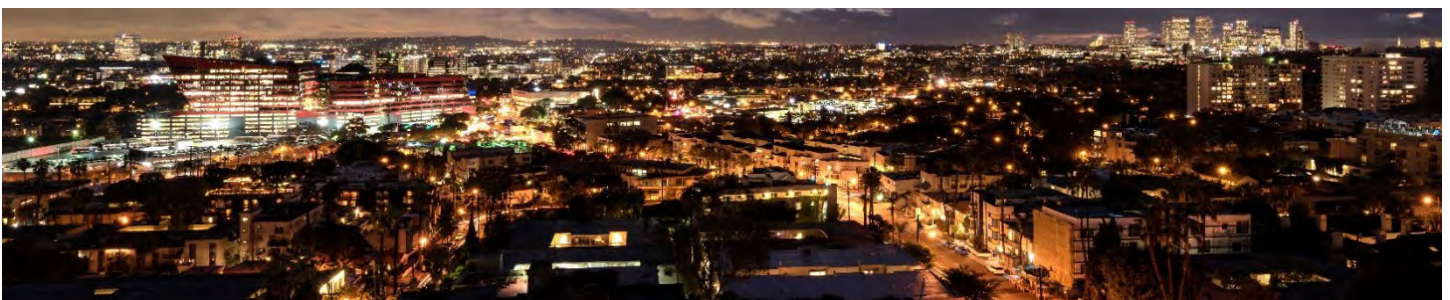
The City also has significant capital improvement plans to ensure mobility infrastructure reflects pedestrian-oriented values, walkability, and that public facilities such as parks, recreation centers, and institutional buildings meet the community's daily needs.

City of West Hollywood Housing Element 2021-2029

The City of West Hollywood has an adopted and certified 6th Cycle (2021 – 2029) Housing Element, as of April 2023. The updated Housing Element focuses on equitable and affordable housing to accommodate individuals and families across the economic and social spectrum.

West Hollywood has consistently met and exceeded the number of units the State has deemed necessary to build within the City during each planning cycle, as stipulated in the Regional Housing Needs Assessment (RHNA) determined by the Southern California Association of Governments (SCAG). As required by state law, potential sites for residential development were identified in the Housing Element's sites' inventory. Although it was determined that no rezoning work would be needed to meet its RHNA, the City intends to implement housing production objectives that further housing affordability and capacity beyond its "fair share."

The Housing Element was informed by community needs voiced during outreach events and meetings. The same meaningful and diverse level of public engagement is intended throughout this implementation process.



Housing Element Objectives

The proposed project will fulfill a number of Housing Element programs and objectives related to housing production goals. Additionally, the City Council has adopted a number of directives that coincide with this work, including incentivizing housing on underutilized parcels and housing for middle-income household.

Program 11

Production of Housing

- Develop and adopt amendments to the City's existing development incentive/bonus programs, such as the density bonus and mixed-use incentive, to assess their efficacy in realizing the quantity and types of most needed housing and potential relationship with any new incentives. After evaluating this item, staff will present policy options to the City Council, followed by drafting of a zone text amendment to address this issue as directed.
- Staff will study and consider options for a map amendment to expand the Mixed-Use Incentive Overlay to properties along corridors that would allow more properties to obtain overlay bonuses and thus increase density. After evaluating this item, staff will present policy options to the City Council, followed by drafting of a zone text amendment to address this issue as directed.
- Study and consider options for a zone text amendment expanding the Avenues Bonus program (for Melrose and Beverly) to the entire district, with amendments to enhance FAR bonus for projects with housing. After evaluating this item, staff will present policy options to the City Council, followed by drafting of a zone text amendment to address this issue as directed.



Program 17

Workforce Housing, Missing Middle, Family Housing, and Ownership Housing Opportunities

- In order to incentivize these types of housing (co-living housing, micro/efficiency units, residential and commercial subdivisions, and other flexible housing types to increase opportunities for affordable homeownership), a tiered system of zoning requirements that provide different densities for different types of housing may be adopted. Staff will present a number of policy options to the City Council, resulting in a zone text amendment.

Program 20

Residential Development Standards and Process

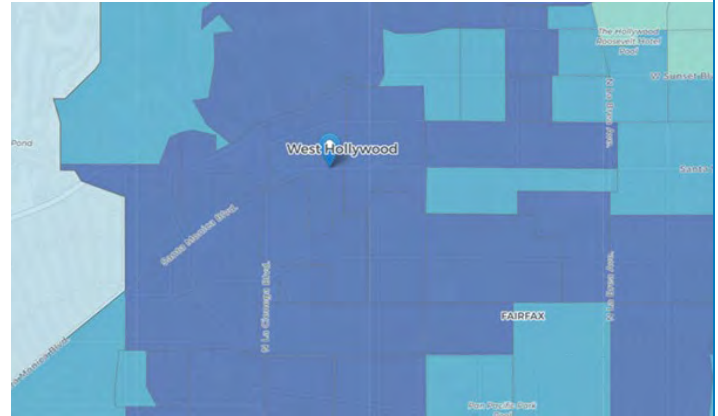
- Amend density standards to increase density and allow more units to be constructed in both residential and commercial districts. This includes considering reverting the R3 and R4 districts to allowable density prior to Cityhood, or whichever density is most appropriate for these districts.
- Study and consider additional amendments to determine whether additional density in the single-family residential district is feasible.

Project Context & Considerations

Using projections established by the Housing Element, the City estimates it has already met 1,164 units of its RHNA and will be able to accommodate the remaining 2,769 required units based on the sites' inventory conducted for the project. However, provided that the City has significant transit investment and a highly urbanized built environment conducive to increased density, there is a unique opportunity to provide more than the City's "fair share of housing" to achieve equity and climate resiliency goals.

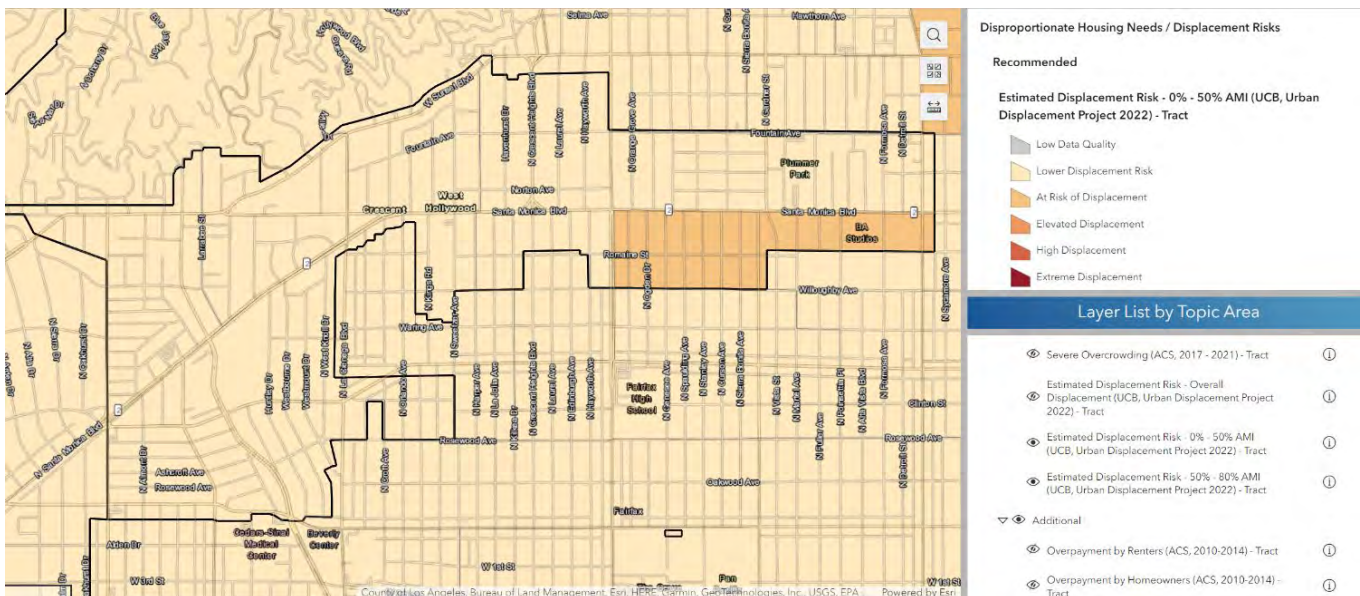
The City of West Hollywood is almost entirely located in a [Transit Priority Area](#) as identified in the 2020-2045 SCAG RTP/SCS. Based on the CTCAC/HCD Opportunity Map, it is also entirely located in a high or highest resource area.

Based on the availability of amenities, resources, and transit investment in the area, staff are concerned that vulnerable communities may be displaced as the City looks to increase housing capacity. In particular, the City attributes a large amount of its rent-stabilized housing stock to the east side of the City as one of the larger enclaves of



traditional and rent-stabilized multi-family housing. The census tracts located in this area happen to have a higher percentage of immigrant, lower-income, and larger households. Provided that some areas of the City are identified as at-risk displacement areas, and most residents in the City are of rental-households (approximately 80%), anti-displacement strategies shall be prioritized in framing and supplementing future proposals.

(see [HCD AFF H 2.0 Data Viewer](#))



Analysis: Phase 1

Base Development Standards. Revising Zoning Allowances Across All Districts

As the first phase of this project, the City would like to explore increasing the base development standards of density, FAR, and height in various zones across the City.

Additionally, staff has been tasked with the potential creation of a tiered system of allowable base densities for innovative or non-traditional housing types that serve to accommodate workforce, missing middle, family, and owner-occupied dwelling units (if feasible).

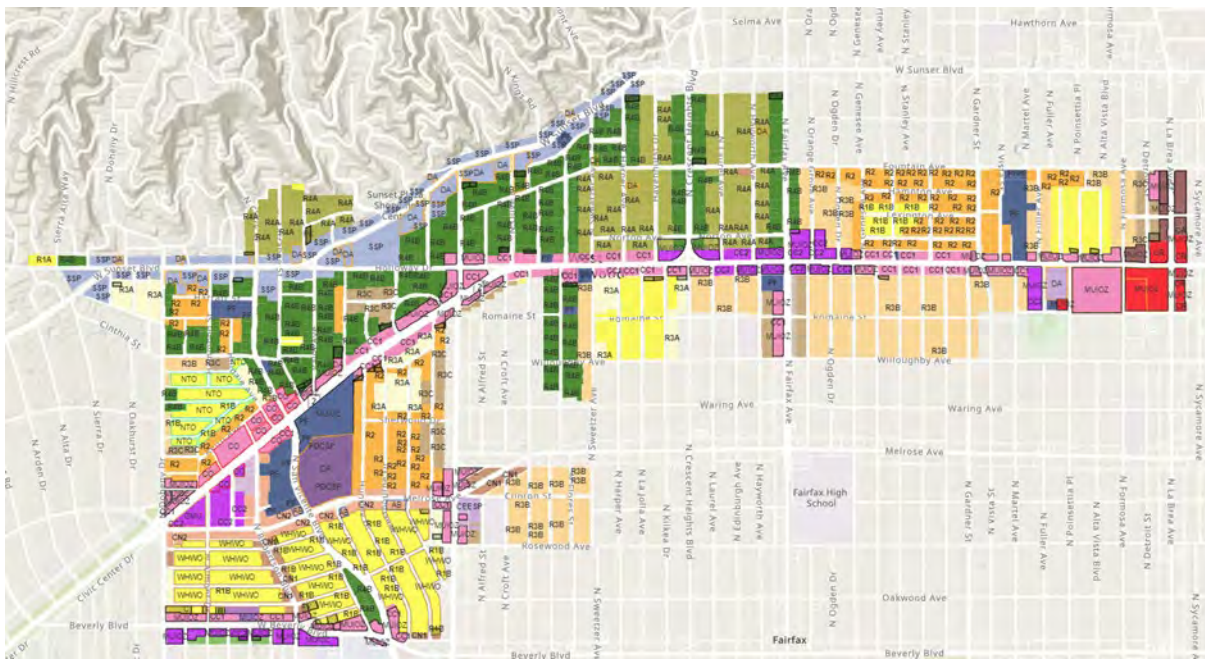
The study should include an analysis of which current conditions, such as market demand or zoning allowances, incentivize the construction of luxury units (units larger than the regional standard and at a higher price point) instead of more affordable unit mix developments.

With hopes of creating naturally occurring obtainable priced units, an analysis should be conducted to calibrate allowable building envelopes (defined by total square footage) based on existing and proposed base development standards with densities that result in appropriately sized units to achieve the greatest housing production while still adhering to the City's objective design standards.

Based on the identified objectives, this analysis should be done across all the various zones of the City, including:

- R1 (R1A, R1B, R1C)
- R2
- R3 (R3A, R3B, R3C, RC-C)
- R4 (R4A, R4B, R4B-C)
- CN1/CN2*
- CC1
- CC2
- CA
- CR

*CN1/CN2 may be combined as one Commercial Zone (see the Avenues Bonus Overlay subsection to follow).



For single-family areas in particular, the impacts of SB 9 and ADU state law should be evaluated when analyzing density options. The City is also currently evaluating maximum unit sizes in commercial and residential zones. Although this work is currently active, the City has not committed to this approach and may instead find that the work to calibrate density and building envelope standards (FAR/height) is a more appropriate tool to regulate unit sizes. Regardless, as FAR/height scenarios are developed, the analysis should consider the possibility of a maximum unit size requirement. Staff will provide updates on this item as its analysis progresses.

The proposed approach should rely on market conditions, offer greater flexibility as new housing types are developed, and create a less regulatory-burdened development environment.

Additionally, the City is currently in the process of developing various housing type definitions, including congregate care, shared housing, and micro-units. While these associated Zone Text Amendments are currently in the adoption phase, staff have been tasked with the development of a proposed tiered structure of bonus density, for certain housing types. These include shared housing, fee simple housing types (such as townhomes, small lots, and cottage homes), as well as other housing models that lend themselves to home ownership.



Analysis: Phase 2

Bonus Development Standards, Revising Overlays and Creation of a TOD Incentive Program

Along with revising base development standards (density, height, FAR) across all zoning districts, the analysis should ensure that the base densities are compatible with the bonus development standards of the Overlay Programs found below.

Staff would like to explore recalibrating the bonus development standards (specifically FAR and height) of two existing overlay districts – the Mixed Use Incentive Overlay Zone and the Avenues Bonus Overlay. This will be in addition to the creation of a TOD Incentive Program that would contain bonus development standards in exchange for required public benefits (such as affordable housing).

The feasibility study and (re)construction of these bonus structures should rely on three major considerations:

- (1) the bonus development standards required to achieve the City's desired housing typologies;
- (2) the economic feasibility of the bonus development standards with the ability to yield affordable housing as a public benefit; and
- (3) the physical feasibility of housing projects based on contextual existing conditions such as lot typologies, streetscape design, and adjacency to other uses.

The construction and recalibration of these individual incentive programs should be

context-based, meaning that the spatial applicability of these programs should inform what bonus development standards are appropriate and feasible. The consultant should be able to leverage the findings of the base development standards as inputs for the incentive programs, to ensure that desired unit typologies are being obtained (in other words, right-sizing units to prevent the creation of luxury units). The following subsections describe each Incentive Program in detail. The history, context, and major considerations of their respective geographies should be considered as bonus development standards are revised or created.

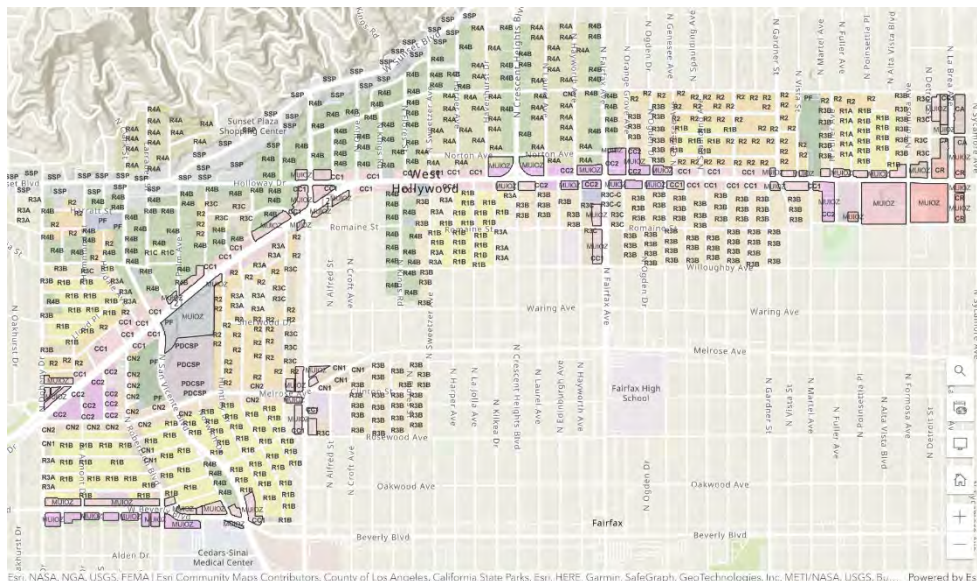
Mixed Use Incentive Overlay Zone (MUIOZ)

Based on the intent of the City’s General Plan, the Mixed Use Incentive Overlay Zone is intended to focus on residential mixed-use projects in high-priority nodes, specifically on commercial corridors and locations with high transit levels of service and major incentives. The MUIOZ is primarily located on Santa Monica Boulevard, Beverly Boulevard, La Cienega Boulevard, Fairfax Avenue, and La Brea Avenue.

new developments with a mix of commercial and residential uses an increase in FAR up to 0.5 in addition to the base FAR and a height bonus of up to 10 feet if certain setback and use conditions are met ([WHMC Section 19.10.050](#)). It should be noted that the MUIOZ does not apply to all Commercial Zoning Districts, which may be remedied through this analysis.

Although the MUIOZ does not currently have a public benefit structure, the City is studying the feasibility of integrating an affordability system based on the proportions of affordability the City is required to meet in its RHNA (see Attachment – Proposal to Modify the City’s Mixed-Use Bonus to Require Majority Affordable Units in New Mixed-Use Developments to Meet 6th Cycle RHNA Numbers). The City has not committed to this approach, however, in efforts to yield affordable housing without negatively impacting the economic feasibility of projects, this work should study a public benefit requirement in the form of affordable housing.

The full Zoning Map can be found [here](#).



The MUIOZ can be applied to the CC1, CC2, CA, CR and PF Zoning Districts, and grants

Avenues Bonus Overlay

The Melrose/Beverly District (“District”) is composed of segments of Melrose Avenue, Robertson Boulevard, and Beverly Boulevard. Beyond the major landmarks of the Pacific Design Center and the nearby Beverly Center and Cedars-Sinai Hospital, the District can be characterized by small-scale, compacted commercial buildings with generally narrow streetscapes. The Avenues Bonus (AB) Overlay was implemented with the intent to allow for a variation in the height and intensity of buildings, specifically for the Commercial Neighborhood 2 (CN2) designation.

Per WHMC 19.10.020, the CN2 Zoning District is applied to areas appropriate for low-intensity commercial land uses, with the intent of small-scale development. Appropriate land uses include neighborhood convenience uses and specialty shops, while residential uses are currently prohibited in this district. For this reason, a General Plan and Zone Text Amendment will be needed to introduce residential land uses into this district. However, as the Commercial Zoning Districts exist today, CN1 and CN2 are identical in base development standards, with the only difference being that the land use designation of CN1 permits residential land uses, while CN2 does not. For this reason, the CN Zones may be combined as residential land uses are permitted to avoid unnecessary duplication.

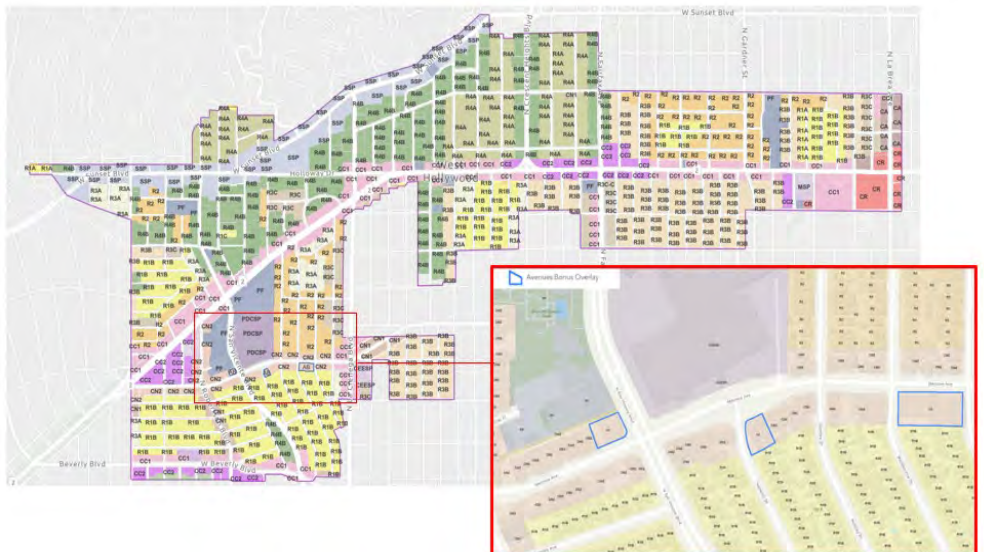
Additionally, the provisions of West Hollywood Municipal Code (WHMC 19.10.050(C)) for Avenues Commercial Development Incentives, allow qualifying commercial projects in the Commercial Neighborhood 2 (CN2) to modify certain development standards. Projects may access an increase of up to 10 feet in height and an additional 0.5

FAR, except for those on the north side of Melrose Avenue between Robertson and San Vicente Boulevards, which are permitted an increase of up to 20 feet in height and an additional 0.75 FAR in exchange for public benefits (see Figure 2).

In determining the intensity of proposed changes, the surrounding low-scale neighborhood context and existing lot typologies of the District shall be considered. This includes acknowledging that the current AB Overlay bonus is split into two bonus structures. Bonus scenarios shall consider and study the impacts of residential uses adjacent to nonresidential uses and the intensity of existing residential (R3 district vs. R2/R1).

All projects under the AB Overlay are approved by legislative action and as such, warrant an adopted city ordinance and map amendment (instead of a by-right approach as is the case with the MUIOZ). Currently, there are three sites where the AB Overlay designation is applied, as illustrated in Figure 2 below.

Staff would like to modify how the AB Overlay is fundamentally applied so projects do not require the adoption of an ordinance to access the AB Overlay. However, this approach has served the City in projects providing the City with public benefits that



enhance the Melrose/Beverly District, while also relegating further discretion by the City Council when evaluating projects. As such, the City would like to maintain a public benefit structure, but similar to the proposed approach of the MUIOZ, would like to codify the public benefit structure. While it's the City's preference to pursue affordable housing as the public benefit of the MUIOZ, streetscape or amenity-based additions have historically been applied to proposed projects. For this reason, the public benefit for this area has not been pre-determined, and affordable housing, as well as other forms of public benefits, should be analyzed.

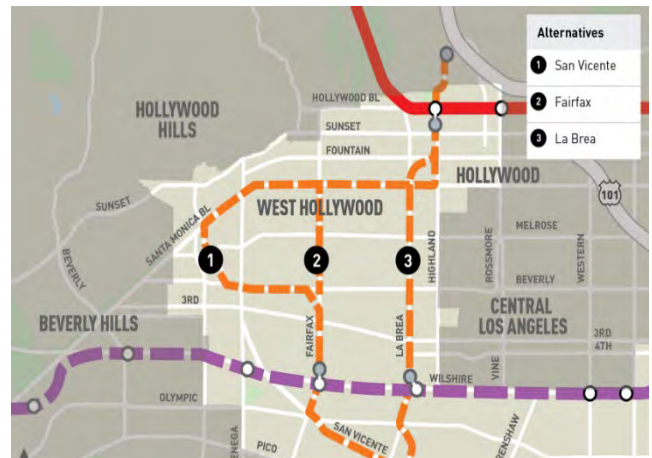
If it is determined that the AB Overlay would function no differently in terms of intensity and its public benefit structure than the MUIOZ, then staff is not opposed to the possibility that the AB Overlay be substituted with the MUIOZ. However, given that development outcomes of the District may vary widely from those found on other significant commercial corridors where MUIOZ is applied (such as Santa Monica Boulevard), the analysis should heavily rely on understanding the physical feasibility of streetscape and lot parameters of the existing area as well as its intended goals.

Transit Oriented Development Incentive Program

Although the majority of the City is within a half mile of a major transit stop, significant transit investment is being made within the City with the anticipated Northern Extension of the Crenshaw/LAX Rail Line by Metro.

Staff would like to explore the creation of a bonus incentive program for areas specifically surrounding these future rail stations. A final determination has not been made on which alternative will be constructed. However, the proposed analysis should consider all of the potential geographies (see Metro map to follow). Ideally, a public benefit (most likely,

affordable housing) should be studied to inform the bonus structuring of this program. However, if additional valuation or public benefits are feasible, the City would also like to explore a second tier of public benefits that are appropriate for each future station. Additionally, if the MUIOZ is present on any potential sites of the TOD Incentive Program, then the analysis should consider stacking these bonus systems together and the feasibility of the resulting developments.



Proposed Work Plan Approach

Application of Provisions in the California Government Code and West Hollywood Municipal Code

The application of pertinent provisions within the California Government Code and West Hollywood Municipal Code shall be assessed in accordance with this study, including but not limited to:

- WHMC Section 19.22.050 Additional Housing Incentives (Density Bonus Ordinance)
- WHMC Section 19.22.030 Affordable Units Required (Inclusionary Housing Ordinance)
- WHMC Chapter 19.14 Overlay Zoning Districts
- WHMC Chapter 19.06 Residential Zoning Districts
- WHMC Chapter G-08 Residential Design Guidelines
- WHMC Chapter 19.10 Commercial and Public Zoning Districts
- WHMC Chapter G-12 Commercial and Public Use Design Guidelines
- Government Code Section 65915 (Density Bonus / Replacement Requirements)

An additional and thorough review of the West Hollywood Municipal Code will need to be conducted, as other chapters and sections may be amended to be consistent with any modifications that are made to the Sections listed above.

Additionally, the City is currently in the process of developing various housing type definitions, including congregate care, shared

housing, and micro-units. While these associated Zone Text Amendments are currently in the adoption phase, a proposed tiered structure of density increases shall be created if appropriate.

In general, the feasibility study should at least address and analyze the following aspects:

- Physical conditions – existing lot typologies, opportunities for lot consolidation, streetscape conditions
- Building Envelope Limitations (FAR/height/building massing and modulation standards) regulated either by its proposed base zone or an applicable overlay
- Market conditions – historical housing trends, current market assumptions for desired unit sizes/unit typologies
- Utilization of Density Bonus and compliance with the City’s Inclusionary Housing Ordinance and replacement requirements
- Potential anti-displacement strategies for census tracts that have higher proportions of immigrant/POC/low-income/rent-stabilized populations
- Other active studies – feasibility study to analyze maximum unit sizes and modifications to the MUIOZ to integrate affordability requirements

Recommendations

Overall, the consultant will be expected to make robust recommendations for the following items.

Base Development Standards for all Zoning Districts

The consultant shall produce baseline scenarios for density (maximums and minimums, where appropriate), FAR, and height, for every residential and commercial zone of the City.

Tiered Bonus Density Structure for Specialized Housing Types

The consultant shall produce a tiered structure of bonus densities for the following housing types:

- Shared housing
- Fee simple housing (townhomes, small lots, cottage homes)
- Any other flexible housing types to increase opportunities for affordable ownership

Recommendations for this section should also include which zones might be most appropriate for these bonus structure applications.

Revision to the MUIOZ

The consultant shall update the bonus FAR and height development standards as well as the spatial applicability of the existing overlay, while also introducing an economically feasible public benefit, in the form of affordable housing.

Revision to the AB Overlay

The consultant shall update the bonus FAR and height development standards as well as the spatial applicability of the existing overlay, while also introducing an economically feasible public benefit, in the form of affordable housing, or a streetscape- or amenity-based addition, appropriate with the intent of the Melrose/Beverly District.

Creation of the TOD Incentive Program

Unlike revisions to the MUIOZ and the AB Overlay, the TOD Incentive Program will include proposed development standards of FAR, height, and density. Although undetermined, the consultant shall provide bonus program scenarios for stations of all the [project alternatives](#) of the proposed Crenshaw Northern Extension project, including:

- San Vicente/Santa Monica
- Fairfax/Santa Monica
- La Brea/Santa Monica

The scale of the proposed TOD Incentive Program (whether ¼ or ½ mile radius of the proposed stations) shall be based on the base zoning districts, existing conditions that may or may not support additional housing capacity, and the resulting compatibility.

Housing Capacity Projections

The consultant shall develop housing projections based on the proposed scenarios of each phase. A methodology shall be developed to determine baseline socioeconomic data (SED), which will capture existing housing capacity based on current development standards. Another methodology shall be developed to determine anticipated capacity, based on the preferred recommendations of each studied component of this work program, and further informed by sound market assumptions and industry standards.

Anti-displacement Considerations

Whether informing the proposed development standards themselves or as a function of any public benefit structures, anti-displacement strategies shall be strongly considered in these recommendations. Strategies should be aimed at maintaining rent-stabilized neighborhoods or neighborhoods within vulnerable census tracts as they are, with little incentivization to redevelop. If redevelopment were to occur in these areas, some strategies to be studied would involve higher thresholds of affordability within public benefit systems and/or more stringent replacement-based requirements (beyond those required by state law and City's ordinance).

Scope of Work

This project is comprehensive, and proposals are expected to include the following tasks:

Task 1: Project Kickoff

Upon receiving notice to proceed, the selected consultant will hold a virtual kickoff meeting with the City to finalize project intent, goals, timeline, and deliverables. The following items are anticipated to be covered at this initial meeting:

- The City's goals and intent for various zones and housing types throughout the City
- Approach and proposed methodology to achieve the established objectives of this study
- Overview of project schedule

1.1 Proposed Deliverables

- Project Workplan and schedule

Task 2: Data Gathering

The consultant should incorporate the proposed elements or similar alternatives into their work for the purpose of understanding the current and potential housing landscape of the City.

2.1 Existing Conditions Analysis

- Lot Typologies
- Opportunities for lot consolidation
- Existing housing types
- Streetscape design and impacts on-site design (such as vehicular access)
- Current housing capacity based on existing density/development standards

and built-out conditions (is redevelopment of lots even feasible?)

2.2 Market Scan

To inform assumptions and inputs for the feasibility analysis, the consultant will conduct a high-level market scan to understand the core real estate dynamics of multi-family housing production at all scales, from missing middle to higher-rise multi-family and mixed-use developments. The market scan should include, but may not be limited to:

- Development costs, including land costs, hard costs for construction (inclusive of labor and materials), and other predevelopment costs such as softs and financing costs;
- Other market influences on development delivery and product type
- Notable recent residential development projects
- Absorption, occupancy, and pricing characteristics
- Assessment of workforce housing, missing middle, and owner-occupied models utilized across the region

2.3 Engagement

This phase should include engagement of City staff, local active real estate developers, and others involved in housing production that will be critical in confirming data on market conditions within West Hollywood, assumptions and desirability of various housing typologies, and the impact of current housing provisions and incentives. Further, insight should be collected on design and development barriers to housing construction that will lead to the desired outcomes of the City while ensuring physical and market feasibility.

2.4 Building Typologies

To understand the impact of the current requirements and proposed changes, the consultant will assess current market conditions and common building typologies in both the City of West Hollywood as well as greater Los Angeles region to create

representative development scenarios. The consultant will develop a variety of building prototypes based on assumptions and test varying levels of density given different building envelope constraints (FAR/height) and desired unit sizes and makeup across a variety of zones.

2.5 Proposed Deliverables

- During this phase, 1-2 monthly meetings (subject to change based on determined need)
- Technical Memorandums after each sub-tasks in this phase with data and initial findings to be reviewed by City staff
- Summary Memorandums with data aggregation and initial findings. Feedback from previous Technical Memorandums should be incorporated into this document

Task 3: Site Design Modeling & Financial Feasibility Analysis

The consultant shall conduct site design modeling and financial feasibility assessments for various types of housing models, including, but not limited to missing middle typologies (-plexes both stacked and side-by-side, cottage courts, townhomes, etc.), traditional mid- to high-rise multi-family developments, and mixed-use projects. Models should incorporate the utilization of the State's and City's Density Bonus Program, the Inclusionary Housing Ordinance, and replacement requirements of protected units, as needed.

The feasibility study will be conducted in two phases:

1. Calibrating density across all zones based on existing and proposed development standards of FAR/height to right-size units
2. Calibrating the proposed development standards of FAR/height across the relevant incentive programs with the proposed base density to yield public benefits and desired housing typologies

3.1 Proposed Deliverables

- During this phase, 1-2 monthly meetings (subject to change based on determined need)
- Proforma modeling to demonstrate financial outcomes for various housing typologies
- Final Summary Memorandum with complete data aggregation, impact analysis summary, and any other supporting feasibility exhibits. Findings and initial recommendations should include the following:
 - Key market variables to produce obtainable priced residential units (and discourage the production of luxury units)
 - Anti-displacement strategies
 - Considerations and opportunities for lot consolidation across different zones/lot typologies
 - Probable housing types (considering workforce, missing middle, owner-occupied models)
 - Base development standards options
 - Options for the various incentive programs: MUIOZ, AB Overlay, and the TOD Program
- Housing Projections based on the preferred recommendations of (1) Amended base development standards in all zones; (2) Tiered density structures for specialized housing types; and (3) The incentive programs

Task 4: Community Engagement

A number of community engagement efforts should be made, both digitally and in-person, to capture feedback from stakeholders, including, but not limited to, residents, developers, advocacy groups, and various governmental bodies, such as advisory boards, committees, and commissions. Residential feedback, in particular, should be diverse and capture all aspects of the demographic spectrum that exists in the City, with a priority on traditionally underrepresented groups. This may include digital tools, such as GIS Storymaps, visual

preference surveys, website and public feedback platform (the Long Range Planning Division utilizes [Social Pinpoint](#)), content creation, hosting and supporting live webinars, as well as supporting functions such as GIS and graphic design capabilities. In-person engagement tools may include but are not limited to, open houses, listening sessions with specialized groups, and attendance at various public body meetings and forums.

The intent of the community engagement phase is twofold: (1) raise awareness regarding the intent to increase density standards citywide and its role in achieving the City's housing goals, and (2) request feedback on preset density recommendations and the proposed incentive programs based on the Phase 1 and 2 of the SOW. Community engagement shall be tailored to limited options and messaged in such a way that there is a base understanding that density standards will be increased as one of the measures of the already adopted Housing Element.

It is anticipated that community engagement will occur in two phases: (1) a listening/vision phase to take place after the Data Gathering stage; and (2) a phase to present recommended options for community selection to follow the (site & financial) feasibility analysis.

4.1 Proposed Deliverables

- Outreach and Engagement Strategy (to be coordinated and finalized with City Staff)
- Digital and Print Outreach Materials
- Website and Social Pinpoint content creation
- Presentation support for webinars and in-person events

Task 5: Recommendation

Informed by the analysis and engagement completed during Tasks 1-4, as well as feedback from City staff, the consultant will develop a refined set of policy recommendations for various zones and

housing typologies, as well as the TOD bonus program. Feedback from the community engagement phase, and at minimum, two rounds of review from staff, shall be incorporated during this task.

5.1 Environmental Analysis

As the Housing Element did not anticipate any modifications to General Plan densities or development standards that increase housing capacity throughout the City, the consultant shall determine the level of environmental assessment required. The proposed modifications to densities and development standards across the varying zones as well as the anticipated housing projections based on the recommendations, shall ultimately inform a scope of work and project description.

5.2 Proposed Deliverables

- Final Report - summary of the methodologies used, data aggregation with visualizations, findings, and recommendations of (1) density standards and associated development standards for each zone; (2) tiered density structures for various housing types; (3) the incentive programs; and (4) supporting anti-displacement strategies.
- An initial analysis of the level of environmental assessment required for these recommendations and an associated project description of the proposed changes should be provided.
- Draft Zone Text Amendment(s) for Impacted Municipal Code Sections and General Plan Amendments.
- Presentation Materials – a draft and final PowerPoint Presentation summarizing the analysis approach, findings, and recommendations for financially feasible density requirements for a variety of zones and housing typologies
- Attendance at 2-3 Planning Commission and 2-3 City Council meetings to share the findings of the analysis (assistance may be required at additional public hearings, please provide an itemized cost for each additional meeting if requested)

RFP Schedule

January 8, 2024

City issues Request for Proposal.

January 17, 2024

Questions regarding this RFP are due to City staff via PlanetBids.

February 9, 2024, by 5:00PM (Pacific Time)

All proposals are due on PlanetBids without exception(s).

March 4th-15th 2024

Interviews may be requested at the discretion of the City based on the submitted bids.

March 2024

The City completes the screening and selection process.

April 2024

Contract is reviewed and executed.

May / June 2024

Anticipated Project Kick-Off





Evaluation & Selection Criteria

Relevant Project Experience.

Applicant demonstrates adequate and meaningful experience with projects of similar/comparable type and scope.

30%

Company's Capabilities

Company's experience in providing comparable services to other organizations and overall expertise in subject matter.

30%

Project Team Qualifications

Applicant demonstrates relevant project experience, availability, and capability of proposed vital staff members.

20%

Proposed Fee Schedule

20%

For the purpose of scoring Proposals each of the RFQ Review Team members will evaluate each Proposal based upon the criteria listed above. The Team may seek outside expertise, including but not limited to technical advisors. The City will not entertain requests for clarifications or debriefing about the merits of any individual proposal before or after the selection of finalists has been announced.



Proposal Instructions

Proposals are due by February 5, 2024 by 5:00PM (PT)

[LINK TO BID](#)

PlanetBids Submission

This RFQ will be fully administered through the PlanetBids Bid Management System (PlanetBids). The Team shall submit one (1) digital copy of their Qualification Package on PlanetBids. This is considered the Team's "Response File" in the PlanetBids system. Responses received after this time and date shall not be accepted. No oral, telephonic, faxed, emailed, or telegraphic proposals or modifications of proposals shall be considered.

The Team is solely responsible for "on time" submission of their electronic Response File via PlanetBids through the following link:

The City will only consider responses that have been transmitted successfully and have been issued an e-bid confirmation number with a timestamp from the PlanetBids system indicating that the Response File was submitted successfully. The Team shall be solely responsible for informing itself with respect to the proper utilization of the bid management system, ensuring the capability of their computer system to upload the required documents, and the stability of their internet service. Failure of the Team to successfully submit an electronic proposal shall be at the Team's sole risk and no relief

will be given for late and/or improperly submitted proposals. Teams 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 deadline.

Proposal Page Limit

Proposals must be clear, succinct, and not exceed 20 pages, excluding optional communications materials. All submittals will be evaluated on the completeness and quality of the content. Only those Teams providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Proposal Organization

The Teams must provide all information as requested in this RFQ. Responses must follow the format outlined below. Additional materials beyond the stated page limit may not be considered. The City may reject as nonresponsive at its sole discretion any Qualification Package or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format.

Responses shall be organized in the following manner:

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

Letter. The letter may also briefly set forth any particular information the Team wishes to bring to the City's attention.

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

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

- Name of company.
- Name of parent company if applicable.
- Company website address.
- Number of years in business.
- How many employees are in your company?
- How many employees are available to work on this project?
- Company's experience in providing comparable services to other organizations

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

Proposed Services. Propose and describe in detail the services by task and subtask described above that will be provided as requested in the Scope of Work of this RFP.

Proposed Fee. Propose and describe in detail the fee structure corresponding to the related professional services by task and subtask. Include hourly rates for work to be performed.

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

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

Optional Communication Materials.

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

Additional information

Inclusion of Proposal

The proposal submitted in response to this RFP may be incorporated as part of the final contract with the selected Proposer.

Right to Purchase From Any Source

The City reserves the right to purchase from any source or sources any desired products or services relating to this proposal.

Proposal Validity Period

Submission of a proposal will signify the vendor's agreement that the proposal is valid for 120 days from the Proposal Due Date.

Firm Prices

It is the City's policy to obtain goods and services of the highest quality for the lowest cost from the most qualified vendor. Prices quoted by Proposers shall be firm prices and not subject to increase during the term of any contractual agreement arising between the City and Consultant as a result of said proposal. Proposers are to stipulate the expiration date of their quoted proposal.

Withdrawal of Proposals

Proposals may be withdrawn any time before the Proposal Due Date provided notification is received in writing. Proposals cannot be changed or withdrawn after the Proposal Due Date.

Cancellation

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

Acceptance and Rejection of Proposals

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 if 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 reviewing the responses, one team will be selected to participate in the project and will be required to enter into an Agreement for Services with the City (See Attachment A). The City reserves the right to negotiate changes to the terms contained in the proposal with the selected proposer, including changes to the cost.

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 team agrees not to refuse to hire, discharge, promoter 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 team further agrees to insert the foregoing provision in all subcontracts for the project.

Verification of Information

Teams are hereby notified that the City will rely on accuracy and completeness of all information provided in making its selection. Teams are urged to carefully review all information provided to ensure clarity, accuracy, and completeness of such information. As the City deems necessary and appropriate in its sole discretion, the City reserves the right to make any inquiries, or another follow-up required to verify the information provided.

Confidentiality

Prior to award of the Agreement for Services, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the Agreement for Services, 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.

Public Records and Rights to Submitted Materials

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 the same required by the Agreement for Services to be furnished to the City, shall be deemed to be public records to the extent permitted by the California Public Records Act which shall be open to inspection by the public and as such shall become and remain the property of the City.

Coordination and Communication

The City's principal contact for this proposal will be Paige Portwood, pportwood@weho.org.

Proposers may not contact any City of West Hollywood official, employee, vendor or customer to gather information about this RFP. Solicitation with other City of West Hollywood officials, employee, vendor or customer regarding this RFP is expressly prohibited without prior consent and may result in disqualification

ATTACHMENT A: SAMPLE AGREEMENT

CITY OF WEST HOLLYWOOD AGREEMENT FOR SERVICES

This Agreement is made on this [redacted]th day of [redacted], 2020, 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 services as outlined below;
- B. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;
- C. The CITY conducted an RFP issued in Month, Year, and selected CONTRACTOR as the preferred service provider;
- D. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

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

- 1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
- 2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on 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.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

- 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 CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.
- 5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.
6. **TERMINATION.**
- 6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.
7. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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

8. INSURANCE REQUIREMENTS.

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

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

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

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

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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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

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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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

- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by City due to the breach.
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.
- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a City of West Hollywood business license, if required under CITY ordinance.
- 10.4. **Code of Ethics.** CONTRACTOR hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as Exhibit E.
11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion,

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

19. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

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

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

Attention: _____

CONTRACTOR:
Organization Name
Street Address, City State ZIP

Attention: _____

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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

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

CONTRACTOR:

Name, Title

CITY OF WEST HOLLYWOOD:

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

NONE

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

**CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES**

Exhibit B

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

TO: City of West Hollywood

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

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

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

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

Contractor Signature

Printed Name of Contractor

Date

**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

ATTACHMENT B: EVIDENCE OF INSURANCE



REQUEST FOR EVIDENCE OF INSURANCE – PLEASE PROVIDE THIS TO YOUR INSURANCE AGENT FOR PROPER PROCESSING

Dear Vendor/Service Provider:

As part of your contract with the City of West Hollywood you are required to provide evidence of insurance coverage as outlined below. Kindly return your completed *ACORD Form Certificate of Insurance and the proper policy endorsements* to your City representative.

Certificate Holder: The City of West Hollywood
8300 Santa Monica Blvd.
West Hollywood, California 90069

Required Coverages & Endorsements:

- Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- Automobile Liability with minimum combined single limit of \$300,000 (for owned, non-owned, hired, rented vehicles as necessary).
- Workers' Compensation Insurance as required by applicable law & Employers' Liability Insurance with minimum limits of \$1,000,000. Coverage waived if vendor is sole proprietor.
- The CITY OF WEST HOLLYWOOD, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds as their interests may appear (excluding Workers Compensation and Professional Liability).
***REQUIRES A POLICY ENDORSEMENT**
- Include a *Waiver of Subrogation Endorsement* for the following:
 - ✓ Commercial General Liability
 - ✓ Workers Compensation Coverage (waived if sole proprietor)***REQUIRES POLICY ENDORSEMENT(S)**
- Named insured must state their insurance is primary and non-contributory by policy endorsement.
***REQUIRES A POLICY ENDORSEMENT**
- Certificate should indicate a 30 day notice of cancellation or reduction in limits applies.

Please note: not providing the proper insurance documentation may delay the processing of your contract. Refer to your specific contract for additional terms and requirements as necessary.

RETURN INSURANCE DOCUMENTS TO YOUR CITY REPRESENTATIVE