

**REQUEST FOR PROPOSALS (RFP)
FOR QUALIFIED DEVELOPMENT TEAMS TO FINANCE,
DESIGN, CONSTRUCT AND MANAGE A 100 % AFFORDABLE
HOUSING PROJECT LOCATED AT 1047-1057 N. CRESCENT
HEIGHTS BOULEVARD**

Important Dates

RFP Issued	April 23, 2024
Request for Clarification/Questions Deadline – 4pm	May 14, 2024
Proposal Due Date – 2pm	June 25, 2024
Virtual Interviews of Finalists	July 9-11, 2024
Award Date	Late July 2024
City Council Approval of Contract	August 19, 2024

I. Overview

The City of West Hollywood, County of Los Angeles, State of California (“City”) is soliciting proposals from qualified development teams to provide an affordable housing project on a City owned property at 1047-1057 N. Crescent Heights, West Hollywood, CA.

The following Request for Proposals (RFP) is being distributed to identify qualified development teams that are offering conceptual development programs that meet the City’s goals and objectives. The City will require the selected development team to undertake the following threshold activities:

- A. Acquire the selected development site from the City in the form of a long-term ground lease.
- B. Develop a rental housing project in which 100% of the units are subject to long-term income and affordability covenants.
- C. Manage and operate the completed project throughout the covenant period.

Development teams that can demonstrate the experience, capability, and creativity to successfully undertake this opportunity are invited to respond to this RFP by outlining their:

- A. Relevant experience;
- B. Financial capabilities;
- C. Conceptual development plans;
- D. Conceptual financing and operation plans; and

E. Other information that will enhance the City's ability to evaluate the development team.

The selection process will consist of two phases. The first phase will involve the identification of a shortlist of the development teams based on the identified selection criteria. The second phase will involve interviews of each of the shortlisted teams with City's evaluation committee. At the completion of the interview process, the City's evaluation committee will recommend to the City Council that the City and the selected development team enter into an Exclusive Negotiating Agreement (ENA) with a term of six (6) months. Any extensions to that term will be subject to mutual agreement by both parties. During the ENA period City staff and the development team representatives will negotiate the terms of a ground lease and an Affordable Housing Agreement (AHA). This negotiation period will include a programming objectives discussion with various city departments. If the negotiations are successful, the City staff will bring forward the draft ground lease and AHA for City Council consideration and action.

II. Background

The City of West Hollywood is located within the Los Angeles basin and encompasses an area that is roughly 1.9 square miles in size. Key regional commercial, entertainment, and circulation corridors run east-west through West Hollywood, connecting it to the greater LA Region. These include Sunset Boulevard and Santa Monica Boulevard. West Hollywood' population has been stable over the past two decades, with limited vacant land available for new housing development. Almost 80% of housing stock in West Hollywood is renter-occupied and over 75% of the rental housing supply is rent-stabilized.

The City has extensive needs for affordable housing. Approximately 60% of the City's households earn low and moderate incomes. In addition to its robust rent stabilization program, the City relies heavily on its locally generated in-lieu and exaction fees to provide permanent affordable housing. West Hollywood's inclusionary affordable housing program plays a key role in creating additional affordability throughout the City.

West Hollywood is a dynamic community with extensive and changing housing needs. Older adults, persons with disabilities (including those with developmental disabilities), and persons living with HIV/AIDS and other medical conditions continue to represent significant components of the population. However, these residents often have limited incomes which renders them less equipped to compete in the market for decent housing. Providing affordable housing and alternative housing arrangements (e.g., assisted living, residential care, and co-housing, shared homes) for people to age in place and for other persons with special needs to remain in the community is an important goal of the City.

The City purchased 1047 N. Crescent Heights in January 2023. The site is approximately 6,551 square feet with a 1,508 square foot single family house constructed in 1924 with an approximate 700 square foot accessory dwelling unit ("ADU") in the back of the main house. The property is

vacant. The property is zoned R3A and immediately adjacent and contiguous to City owned parcels located at the southwest corner of Santa Monica Boulevard and Crescent Heights Boulevard. 1047 N. Crescent Heights is being proposed for development together with the adjacent property at 1057 N. Crescent Heights, which the City purchased several years ago as part of a larger development. 1057 N. Crescent Heights is a vacant parcel and measures approximately 6,547 square feet. A site plan showing the configuration of the two properties proposed for development is attached as Exhibit 1.

III. Scope of Services

The City is seeking a development team that meets the following financial criteria:

1. The project must be demonstrably financially feasible to construct and operate throughout the ground lease term; and
2. The developer is to design and develop a high-quality, affordable housing project for lower income households in compliance with all applicable requirements. The developer should prioritize special needs, senior, or general affordable housing unit mixes; and
3. The developer should develop units that range in size from 400-800 SF and the minimum unit count for the project should be 40 units.
4. The development team should maximize the use of available outside funding sources such as Low Income Housing Tax Credits (Tax Credits) in order to enhance the feasibility of providing very low and low income units.

West Hollywood is committed to a future without fossil fuels. This transition requires new construction to become fully electric and incorporate EV charging. A full outline of the City's Climate Action Plan can be reviewed here: <https://www.weho.org/city-government/city-departments/community-development-department/long-range-planning/climate-action-sustainability>

III. Threshold Requirements

A. Development Team Experience Thresholds

Respondents must demonstrate the following threshold experience in order to be considered for selection in this RFP process:

1. Experience in the successful development and management of affordable housing of comparable complexity and scale;
2. Demonstrated design experience with completed projects of comparable complexity, scale and nature;

3. Experience in application to and participation in federal, state, regional, and/or local affordable housing funding programs; and
4. Experience and capacity to conduct income verification and screening of tenants to ensure ongoing compliance with the defined income and affordability restrictions.
5. Experience developing projects in accordance with environmental responsiveness best practices.

B. Transaction Structure

Respondents must agree to enter into negotiations with the City toward reaching agreements for the disposition and development of the selected development site. The transaction structure that will be entered into by the City will include the following component:

1. The development site will be conveyed to the selected development entity in the form of a long-term ground lease.
2. An Affordable Housing Agreement (“AHA”) will be executed by the City and the selected development entity that includes the following key components:
 - a. A schedule of performance will be included that defines the timeframe required for the developer to apply for and secure all the funding needed to complete the proposed scope of development.
 - b. The depth of the proposed income, affordability, and special needs restrictions will be defined.

Architectural design standards will be defined by the City. The development entity shall confer with the City of West Hollywood’s Urban Design + Architecture and Urban Design Studio (“UDAS”) on architect selection and shall consider recommendations from UDAS on design criteria for the project.

IV. Proposal Format

All proposals shall include the following information.

A: Cover Letter. Maximum one (1) page cover letter signed by an officer of the firm, binding the proposer to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the proposer and shall include the following Statement:

“I HAVE READ UNDERSTOOD AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS AND CONDITIONS,

ATTACHMENT(S) AND EXHIBITS REFERENCED.”

B: Development Entity

1. Identify the entity that would enter into a ground lease and AHA with the City, including partners, lead planning and design firm(s), and other consultants, if known.
2. For each firm included in the development team, briefly describe its role, relevant experience, and specialization.
3. Identify the project manager and personnel that will be implementing the development concept through day-to-day management, and their level of experience and responsibility.
4. Provide resumes for each of the project managers and key staff members that will be working on the proposed project.

C. Conceptual Development Program

1. This section should identify the respondent’s cohesive vision for the proposed project and should include the following:
 - a. A narrative description of the proposed development concept that includes the following:
 - b. Project Units:
 - i. The total number of units;
 - ii. The bedroom mix; population to be housed including any special needs; and
 - iii. The income and affordability standards.
 - c. The number and type of parking spaces.
 - d. Community benefit integration: community facilities can include, but are not limited to community meeting space, community office space, community gardens, healthcare clinic, or transit-oriented facilities.
2. A conceptual development plan that illustrates the proposed site and building configurations.

D. Financing Strategy

This section should demonstrate how the project can be constructed and operated in a financially feasible manner. The required information includes:

1. A brief narrative that describes:
 - a. The approach to implementing the development concept;

- b. The management and operation plan; and
 - c. How the project fits into the development team's overall business strategy.
2. A conceptual construction period sources and uses of funds statement and a permanent sources and uses of funds statement for the project.
3. A development pro forma that identifies the construction costs for the proposed development scope broken down into direct construction costs, indirect construction costs, developer fee, and financing costs.
4. The following operating pro forma information:
 - a. Estimates of income, operating expenses and debt service payments for the project at stabilized occupancy; and
 - b. A conceptual cash flow projection for the project over a 15-year period following the project's full buildout and achievement of stabilized occupancy.

E. Financial Capability

1. Provide a narrative that identifies the development team's capacity and financial strength to secure the equity and financing required to implement the proposed project.
2. Disclose if any member of the development team has ever defaulted on its financial obligations, has had developments that were foreclosed upon, or if bankruptcy has ever been filed.
3. Identify any legal actions taken against any member of the development team in the past five years, including fair housing violations.
4. Proposers should include one or more of the following financial statements to provide the City with enough information to determine financial stability of the Proposer and subcontractor.
 - a. Financial Statement or Annual Report for the last three (3) years
 - b. Business tax return
 - c. Statement of income and related earnings

F. Comparable Development/Property Management Experience

1. Provide, no fewer than three (3) and no more than five (5), examples of the development team's experience developing affordable housing projects that are of the same magnitude and quality level as the proposed project. The City prefers examples of projects that are underway or were completed within the past five (5) years.

2. Describe the development team's property management and affordability compliance experience with Low Income Housing Tax Credits, regulatory agreements, and other applicable state and federal rules and regulations.
3. Outline the process that will be applied to ensure high quality property management and project operations throughout the income and affordability covenant period.
4. Indicate if the development team has experience working on projects in jurisdictions similar to West Hollywood.
5. Provide additional information regarding each member of the development team including:
 - a. The length of time in business;
 - b. The firm's ownership structure;
 - c. The location of the principal offices; and
 - d. The identification of the office that would undertake the proposed project.

G. Implementation Timeframe

1. Discuss the development team's timeline to initiate and complete the proposed project's development scope after executing a ground lease and an AHA.
2. Outline a critical path schedule for the proposed project's completion and methodology of due diligence including:
 - a. Formulation of development concepts;
 - b. Financing strategy;
 - c. City planning reviews, and
 - d. Completion of the proposed development scope.

H: References. Each proposal must include at least three public agency references in California going back not more than five (5) years from the issuance of this RFP in which the proposer was engaged to perform items similar to those requested under this RFP. References should place an emphasis on past programs in which the personnel to be used by proposer for this project were deployed. The references should include the name, title, and contact

information of the public agency officer or employee responsible for overseeing the proposer's work with contact information.

V. Evaluation Criteria

Each proposal shall be evaluated on the strength and experience of the development team, the team's vision for the affordable housing use of the development site, and the long-term management and operation of the proposed project. The City has assigned the following point system to the specific evaluation criteria

1. **Development Entity (20%)**
2. **Conceptual Development Program (25%)**
3. **Financing Strategy / Financial Capability (25%)**
4. **Comparable Development / Management Experience (20%)**
5. **Implementation Timeline (10%)**

Consultants should thoroughly address the above selection criteria to receive the maximum possible points.

7. Selection Process

A selection committee comprised of City staff and possibly outside consultants will review the proposals. Proposals will be ranked, and the selection team may choose to interview several of the top ranked proposers. However, at its sole discretion the selection committee may dispense with interviews and select a proposer to provide the required services.

8. Proposal Requirements

The Consultant's proposal must be comprehensive, concise and to the point. Current company resumes of key personnel should be included as well as examples of previous work. However, a proposal is a voluntary response on the part of a Consultant, and this RFP does not commit the City to pay any costs incurred in its preparation. The City reserves the right to accept or reject optional elements of this proposal, or the proposal in part, or its entirety.

This RFP is a solicitation for proposals only, and is neither intended, not to be construed as an offer to enter into an agreement or engage in any formal rule competitive bidding or negotiation pursuant to any statute, ordinance, or regulation.

All data, documents, and other products used or developed during the project will become the property of the City, even in the situation where the project is cancelled.

The deadline to submit a proposal is June 25, 2024 at 2:00 p.m. Proposals received after the deadline will not be considered. Proposer is required to submit an "ebid" through PlanetBids online platform. See link below:

<https://vendors.planetbids.com/portal/22761/bo/bo-detail/117077>

A copy of the Request for Proposal (RFP) and subsequent addenda to the RFP is available on the PlanetBids online platform on the link listed above.

It is the proposer's responsibility to ensure that the most complete and current version of the solicitation, including addenda, has been downloaded. Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

Proposers shall be bound to the terms of their proposal following the Submission Deadline, however, the City, in its sole and absolute discretion, reserves the right to accept post deadline modifications if it is determined that such modifications are in the best interests of the City. The City also reserves the right to waive minor non-substantive informalities or allow the proposer to correct them.

- Proposers shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The City is not liable for any costs incurred by a proposer in response to this RFP.
- Whether or not a proposer is awarded a contract pursuant to this RFP, no proposer shall be entitled to reimbursement for any costs or expenses associated with the proposer's participation in this RFP process.
- Late proposals will not be considered.
- The City reserves the right to reject any and all proposals received as a result of this RFP. The City's potential award of a contract will not be based on any single factor nor will it be based on the lowest cost proposal. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.
- The City reserves the right to cancel or modify this RFP. There is no guarantee that the City will award a contract.
- The City reserves the right to investigate the qualifications of any proposer under consideration including proposed subcontractors and parties otherwise related to the proposer and require confirmation of information furnished by a proposer or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.

- Following the Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted proposals available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a proposal is legally privileged under the California Public Records Act. By submission of a proposal, proposers acknowledge and agree that their proposal and any information contained therein may be disclosed by the City to interested members of the public, including other proposers.
- The City reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.
- The City reserves the right to evaluate responses in terms of the best interests of the City, applying criteria provided in this RFP and any other criteria the City, in its sole discretion, deems pertinent.

All proposals must remain valid for a minimum period of ninety (90) calendar days after the Submission Deadline. Responses may not be modified or withdrawn by the proposer during this period of time except in accordance with this RFP and with written permission granted by the City.

All questions or requests for clarification shall be submitted through the City's electronic bid management system (PlanetBids) at by 2:00 p.m. Pacific Standard Time on or before June 25, 2024. All questions received by this deadline will be addressed and posted on the City's PlanetBids portal.

<https://vendors.planetbids.com/portal/22761/bo/bo-detail/117077>

If it becomes necessary to revise any part of this RFP, written addenda will be posted on the City's PlanetBids portal. It shall be the sole responsibility of the proposer to check for any addenda to the RFP that may be issued by the City.

It is presumed that each proposer has read and is thoroughly familiar with the scope of services to be performed under this RFP.

The proposer agrees that, if a contract is awarded to a proposer, the proposer shall make no claim against the City or any of the funding agencies because of any estimate or statement made by any employees, agents, or consultants of the City which may prove to be erroneous in any respect.

Proposers may withdraw their proposal prior to the Submission Deadline.

Exhibits

1. Site Plan of Development Site
2. Bidders Questionnaire *
3. Certification Regarding Lobbying *
4. Non-Collusion Declaration *
5. California Levine Act Statement *
6. Sample ENA

*Required at the time of submittal

EXHIBITS 1-6 – RFP 1047 + 1057 N. Crescent Heights

EXHIBIT 1: ite n e e ent ite

2022



MAPPING AND GIS
SERVICES
SCALE 1" = 30' & 80"

BK
5554

CRESCENT HEIGHTS
BLVD

SANTA MONICA BLVD

DR 8

BLVD 8

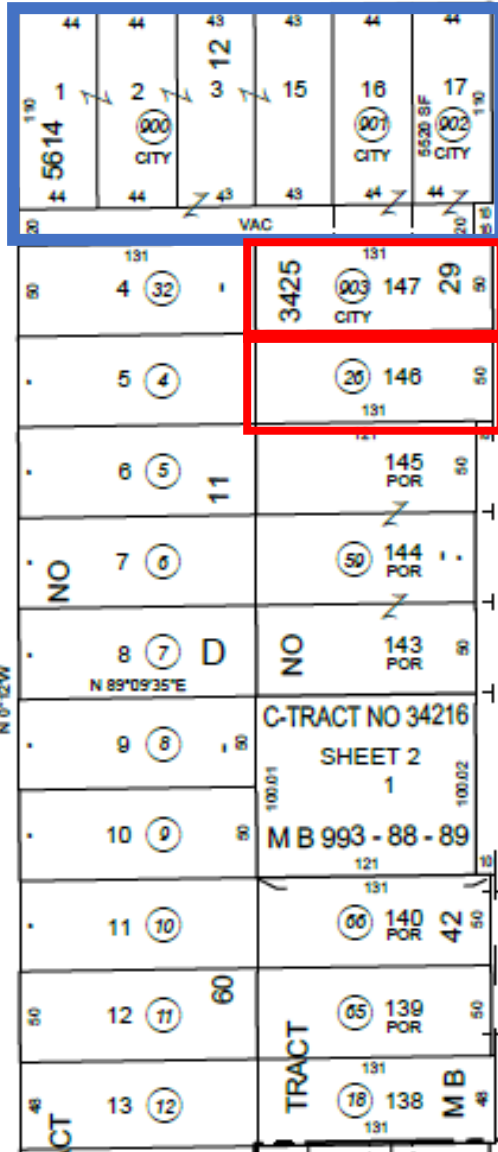
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HAVENTHURST

CRESCENT HEIGHTS



City Owned
Property – Crescent
Heights/SMB

Subject Property
1057 N. Crescent
Heights

Subject Property
1047 N. Crescent
Heights

EXHIBIT 2: Bidder's Questionnaire

BIDDERS QUESTIONNAIRE FORM

Fill out all the following information and submit with Bid Proposal:

Bidder/Contractor's Name:			
Business Address:			
Telephone Number:		Email:	
California State Contractor's License Number and Class:	#:		
	Class:		
Tax Identification Number:			
DIR Contractor Registration Number:			
DUNNS Number:			
Business License: Do you currently have an active City Business License?	<input type="checkbox"/> YES	#:	
	<input type="checkbox"/> NO		
Number of years of experience the company has as a contractor:			
DIR Contractor Worker(s) Classification (s) (e.g. laborer, electrician, cement mason etc.)			
Has the company or any principal having an interest in this Bid ever failed to complete a project?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
	If yes, explain:		
Has the company or any principal having an interest in this Bid ever been terminated for cause, even if was converted to a "termination of convenience"	<input type="checkbox"/> YES <input type="checkbox"/> NO		
	If yes, explain:		
Type of Firm:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation (State) <input type="checkbox"/> Other (specify)		

- Minority Business Enterprise(MBE)
- Women Business Enterprise (WBE)
- Small Disadvantaged Business (SDB)
- Veteran Owned Business
- Disabled Veteran Owned Business
- None Apply

List at least three related projects completed in the last five (5) years:

1. Name of Project:

Contact:	Phone:
Location of Project (City/State):	
Contact Amount:	Date Completed:
Brief Description of Work:	

2. Name of Project:

Contact:	Phone:
Location of Project (City/State):	
Contact Amount:	Date Completed:
Brief Description of Work:	

3. Name of Project:

Contact:	Phone:
Location of Project (City/State):	
Contact Amount:	Date Completed:
Brief Description of Work:	

Surety Company that will provide all Insurance Requirements:

Name of Surety:

Address:

Surety Company:

EXHIBIT 3: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* CONTRACTOR/SUBCONTRACTOR <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 80px;" type="text"/>	* First Name: <input style="width: 250px;" type="text"/>
Middle Name: <input style="width: 180px;" type="text"/>	
* Last Name: <input style="width: 420px;" type="text"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 100%;" type="text"/>	
* SIGNATURE: <input style="width: 760px; height: 25px;" type="text"/>	* DATE: <input style="width: 160px; height: 25px;" type="text"/>

EXHIBIT 4: Non-Collusion Declaration

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly, or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that it has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at ____[City], ___[state].

Bidder's Name (Printed): _____

Bidder's Signature: _____
(Same Signature as on Proposal)

Bidder's Title: _____

EXHIBIT 5: C i r n i e i n e c t t e e n t

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any West Hollywood City Council Member from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision from the business/board or applicant.

The Levine Act also requires a member of the West Hollywood City Council who has received such a contribution to disclose the contribution on the record of the proceeding.

Current West Hollywood City Councilmembers are listed at:

<https://www.weho.org/city-government/city-council>

Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than \$250 to any West Hollywood City Councilmember in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

YES If yes, please identify the Councilmember(s):

NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than \$250 to any West Hollywood City Councilmember in the 12 months following any Council action related to your proposal or application?

YES If yes, please identify the Councilmember(s):

NO

Answering yes to either of the two questions above does not preclude the West Hollywood City Council from awarding a contract or approving an application or any subsequent action. It does however, preclude the identified Councilmember(s) from participating in any actions related to your proposal or application.

Date

Signature of Authorized Individual

Company/Applicant Name

EXHIBIT 6: e N

EXCLUSIVE NEGOTIATION AGREEMENT
BY AND BETWEEN
THE CITY OF WEST HOLLYWOOD
AND

This EXCLUSIVE NEGOTIATION AGREEMENT (“**Agreement**”) is entered into as of _____, 2024 (“**Effective Date**”), by and between the CITY OF WEST HOLLYWOOD, a municipal corporation of the State of California (“**City**”), and _____ (“**Proposer**”), on the basis of the following facts:

RECITALS

A. The City is the fee title owner of certain improved real property located at 1047 and 1057 N. Crescent Heights Avenue, West Hollywood, California (APN: _____) (“**Property**”). City Council intends for the Property to be developed and used for affordable housing.

B. The City desires to enter into a long-term ground lease that provides for the development, maintenance, and operation of the Property as an affordable housing project with at least forty (40) units, all of which are affordable to low-income households (“**Project**”).

C. On _____, 2024, City issued a Request for Proposals (RFP) seeking qualified proposals for the Project. After review of all proposals received, Proposer was selected as the top candidate for its proposal, dated _____, 2024 (“**Proposal**”). On _____, 2024, City Council authorized City staff to prepare a mutually acceptable Exclusive Negotiation Agreement with Proposer for the purpose of negotiating terms for the potential future development of the Property in accordance with the RFP and the Proposal.

D. The City and Proposer wish to negotiate to reach agreement on the terms and conditions for a lease of the Property, the design, construction, and development of the Property, continued maintenance and security for the Property, as well as the operation of the Property to fulfill requirements of the Project and the intent to provide affordable housing. The negotiated lease and any other necessary agreements would provide the terms and conditions for the design, financing, construction, operation, and maintenance of the proposed Project.

E. The Project must meet certain requirements to proceed. The Project must be financially feasible to construct and operate throughout the lease term. The Project must comply with all local, state and federal regulatory requirements. The details and scope of the proposed Project are not yet determined or agreed upon and will continue to be reviewed and analyzed by the Parties during the Term of this Agreement.

F. The purpose of this Agreement is to establish procedures and standards for the negotiation by the City and Proposer of a lease and ancillary documents. As more fully set forth in Section 3.1 of this Agreement, Proposer acknowledges and agrees that this Agreement in itself does not obligate, and shall not be construed to obligate, any party to acquire or convey any interest in real property, does not grant Proposer the right to develop the Property or construct the proposed Project, and does not obligate the City or Proposer to any activities or costs to develop the proposed

Project except for Proposer to engage in the preliminary analysis, planning actions, and negotiations contemplated by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Proposer mutually agree as follows:

ARTICLE 1. EXCLUSIVE NEGOTIATIONS

Section 1.1 Good Faith Negotiations.

A. Proposer and City agree to negotiate diligently and in good faith, during the Negotiating Period described in Section 1.2, below, the terms and conditions for the City's lease of the Property to Proposer, if specified preconditions are satisfied, and for Proposer's design, financing, construction, and operation of the proposed Project, inclusive of all operational, service, or other agreements necessary for the Project (collectively, the "Definitive Agreement"). The Definitive Agreement must be consistent with the description set forth in the Recitals above, including the RFP, all of which, including the Recitals, are incorporated herein by this reference, subject to changes or revisions to the proposed Project that are needed in order to comply with applicable State and federal law and other changes or revisions that are mutually agreed to by the Parties. During the Negotiating Period, the Parties shall use good faith efforts to accomplish the respective tasks outlined in Article 2 to facilitate the negotiation of terms for development of the Project.

B. Among the issues to be addressed in the negotiations for a Definitive Agreement are: (1) the lease of the Property by the City to Proposer; (2) the proposed design for the Project, architectural drawings detailing the Project, including, but not limited, to the design and type of required structures to be constructed; (3) the development schedule for the proposed Project; (4) a budget that sets forth the costs and fees to design, build, operate, and maintain the Project (including a sources and uses budget) ("Project Budget"); (5) the operational procedures for selecting tenants and managing the Project as affordable housing; (6) terms and conditions for the continued maintenance of the Property and operation of the Project; (7) terms and conditions for Proposer seeking outside funding, such as Low Income Housing Tax Credits; (8) an Affordable Housing Agreement that provides for a schedule of performance, eligibility for occupancy based on income, affordability, and any other special need restrictions, and architectural requirements; and (9) terms and conditions for regulatory compliance, including but not limited to the requisite environmental analysis under the California Environmental Quality Act ("CEQA").

C. Proposer agrees and acknowledges that any Definitive Agreement is subject to determination by the City that any such agreement complies with all legal requirements for the proposed Project. Any CEQA findings, including possible exemptions, reports or other analysis must be prepared and approved before the Parties enter into a Definitive Agreement.

Section 1.2 Negotiating Period/Term.

A. The negotiating period under this Agreement and term of this Agreement (“Negotiating Period” or “Term”) is a period of one hundred eighty (180) calendar days, commencing on the Effective Date. The Negotiating Period may be extended by mutual written agreement of the Parties for up to ninety (90) calendar days (“Extension Term”). An Extension Term may only be authorized on the City’s behalf by the City Manager of the City (“City Manager”) if, in the City Manager’s sole discretion and determination, sufficient progress toward a mutually acceptable lease has been made during the initial one hundred eighty (180) day negotiating period to merit such an extension and upon such terms and conditions as the City Manager deems reasonably appropriate.

B. If a Definitive Agreement has not been approved by the City Council and executed by the City and Proposer by the expiration of the Negotiating Period, including any Extension Term pursuant to the preceding Paragraph A, then this Agreement shall automatically expire and terminate without any action of the Parties, neither Party shall have any further duties, obligations, rights, or liabilities under this Agreement, except for those rights and obligations that expressly survive expiration or termination of this Agreement, and Proposer will have no further rights regarding the subject matter of this Agreement or all or any part of the Property. City will be free to negotiate with other persons or entities with regard to all or any part of the Property. If a Definitive Agreement is approved by the City Council and executed by the City and Proposer by the expiration of the Negotiating Period, including any Extension Term, then, upon such execution of the Definitive Agreement by the Parties, this Agreement shall automatically expire and terminate without any action of the Parties, all rights and obligations of the Parties shall be as set forth in the executed lease, operations agreement, and ancillary agreements prepared in relation to the Project, and neither Party shall have any further duties, obligations, rights, or liabilities under this Agreement, except for those rights and obligations that expressly survive expiration or termination of this Agreement.

Section 1.3 Exclusive Negotiations. During the Negotiating Period, including an Extension Term, the City shall not negotiate with any entity, other than Proposer, regarding development of the Property or the Project, or solicit or entertain bids or proposals to do so.

Section 1.4 Good Faith Deposit Alternative. In lieu of and as an alternate to requiring a good faith deposit from Proposer, and as consideration for the City’s execution of this Agreement, each entity making up the Proposer team shall provide the City with copies of all reports, studies, analyses, correspondence, and similar documents prepared or commissioned by Proposer with respect to this Agreement and the proposed Project, all as more fully set forth in Section 2.5, below. Proposer shall provide industry standard financial reports evidencing financial solvency such as the most recent independent audit report, including management letters, bankruptcy history, or other industry standard documentation of financial stability.

ARTICLE 2. NEGOTIATION TASKS

Section 2.1 Overview. To facilitate negotiation of the Definitive Agreement, the Parties shall use reasonably good faith efforts to accomplish the tasks set forth in this Article 2 in a

timeframe that will support negotiation and execution of a mutually acceptable Definitive Agreement prior to the expiration of the Negotiating Period.

Section 2.2 Negotiation Terms for Financing, Costs and Development of Project.

A. Within ____ (___) calendar days after the Effective Date, Proposer shall, at its sole cost and expense, provide the City with a detailed financial analysis for the Project containing, among other matters, the development costs of the proposed Project, a detailed development budget, an operations budget, including but not limited to costs for maintenance, property management, and supportive services, and other costs that will be associated with the Project (“Financing Proposal”). The Financing Proposal shall be refined by the Parties during the Negotiating Period, as appropriate, and will be used to evaluate the financial feasibility of the proposed Project, to assist in the negotiation of terms, and assist with finalizing a Project Budget. The Financing Proposal shall also include the terms, scope, and limits to annual financing from City, as well as a schedule of financing for the proposed Project.

B. The Definitive Agreement will provide that Proposer will be solely responsible for all development (including site development and demolition costs), continual maintenance of the site, and operational costs of the proposed Project, except insofar as Proposer receives funding from other sources as set forth in a Project Budget. Proposer acknowledges that the construction and future maintenance of the proposed Project may be subject to the State of California’s prevailing wage requirements and/or federal prevailing wage requirements. The Definitive Agreement will include a provision that establishes Proposer is solely responsible for compliance with all local, state, and federal laws.

C. The negotiations for a Definitive Agreement will address, among other items, the terms; the form, amount, and financing considerations for the proposed Project; the scope and schedule of development; the Affordable Housing Agreement; maintenance and operation of the Property; the selection process for individuals referred to or eligible for occupancy of the units in the Project; Proposer’s compliance with the City’s Climate Action Plan; and any other requirements for developer and operation of the Project. Any restrictions by the City for use of the Property will be senior in priority to any construction and permanent financing or other liens.

D. The Definitive Agreement will include a “Scope of Development” setting forth, without limitation, a minimum of forty (40) residential units ranging from 400 to 800 square feet, the type and total square feet of ancillary facilities, the number of parking spaces, infrastructure plans, and the overall design parameters for the Project.

E. The Project Budget included in the Definitive Agreement will include a sources and uses budget, which will be based upon a financial pro forma, which shall be subject to the approval by the City and an agreement as to the method of any required financing, reasonably demonstrating the availability of all funds needed to complete the development of the proposed Project. During the Term of this Agreement, Proposer agrees that it has a continuing and ongoing duty to fully disclose all material facts regarding the Financing Proposal, the Project Budget, and Proposer’s plans for financing the proposed Project.

F. The Definitive Agreement will be subject to the City's insurance requirements and all other applicable and customary City policies. The Definitive Agreement may require appropriate performance and payment bonds (consistent with industry standards involving public-private projects) with regard to the construction of the proposed Project or another form of assurance that is acceptable to the City.

G. The Definitive Agreement will contain such other provisions as may be customary in City agreements and such other provisions as the City and Proposer determine to be necessary or appropriate to implement the proposed Project.

Section 2.3 Due Diligence. During the Negotiating Period, Proposer shall conduct due diligence activities, including but not limited to, planning, establishing the metes and bounds of the Property, obtaining certified soils and hazardous materials report, conducting a financial feasibility analysis, and outlining operational needs to operate and manage the Project under the general description of the RFP.

A. Proposer shall, at its sole cost and expense, determine whether the Property is suitable for development of the proposed Project, including conducting geotechnical and soils testing. In addition, after conducting such tests, Proposer shall take into account the geotechnical and soils conditions, the presence or absence of toxic or other hazardous materials, the massing of the proposed Project improvements, parking requirements and the other environmental and regulatory factors that Proposer deems relevant.

B. Proposer will be solely responsible for all necessary testing of the Property for hazardous materials pursuant to all applicable laws, statutes, rules and regulations. All studies and reports generated by Proposer's testing for geotechnical conditions and hazardous materials will be made available to the City.

C. Proposer will also be responsible for making the Property suitable and usable for the proposed Project as a result of any site conditions including, without limitation, flood zones, Alquist-Priolo Earthquake Fault Zoning Act, and similar matters. Proposer shall deliver to the City all reports within its possession or under its control regarding hazardous materials relating to the Property.

Section 2.4 Operations and Maintenance. In addition to a Definitive Agreement, the parties will negotiate the terms of an Affordable Housing Agreement setting forth Proposer's responsibility for the operation of the Project. The Parties will negotiate in good faith the terms of such agreement including daily operations, minimum and maximum number of employees necessary to operate the facility, transportation requirements, reporting responsibilities, insurance requirements, maintenance obligations, security, and other duties reasonably associated with the operation of the Project.

Section 2.5 Development Documents. The Definitive Agreement must include a scope of development, site plan, design and planning drawings, grading documents, utility connections, parking locations and other documents that identify the development of the Property for the purpose of operating the Project.

A. Proposer shall, at its sole cost and expense, provide the City with true and correct copies of all reports, studies, analyses, correspondence, and similar documents prepared or commissioned by Proposer with respect to this Agreement and the proposed Project, promptly upon their completion.

B. The City will, without any representation or warranty, provide Proposer any existing information, studies, reports, site and construction plans or other documents in the City's possession and control which the Proposer may reasonably request to facilitate the Project design and development.

C. The City reserves the right, during the Term of this Agreement, to request reasonable additional information and data from Proposer that it considers necessary for review and evaluation of the Property and the proposed Project, which Proposer will provide in a timely manner provided that such information has been obtained by Proposer pursuant to this Agreement or is otherwise in Proposer's possession and control.

Section 2.7 Environmental Review.

A. Proposer will be responsible for compliance with the requirements of the CEQA pursuant to California Public Resources Code Sections 21000 *et seq.* and California Code of Regulations Sections 15000 *et seq.*, in connection with the proposed use of the Property and the development of the proposed Project. Nothing in this Agreement shall be construed to compel the City to approve or make any particular findings with respect to such CEQA documentation. Proposer shall provide such information about the proposed Project as may be required to enable the City to consider any CEQA-required document and shall otherwise generally cooperate with the City to complete this task.

B. If the City, in its sole discretion, determines that the future approval of the Definitive Agreement requires non-feasible mitigation measures, or fails to yield benefits that outweigh significant unavoidable impacts, or the City otherwise determines, in its sole discretion, not to make any finding required by CEQA as a prerequisite to approval of the Definitive Agreement, the City may terminate this Agreement, without penalty. Upon such termination, neither Party shall have any further duties, obligations, rights, or liabilities under this Agreement, except for those rights and obligations that expressly survive termination of this Agreement.

C. The Parties intend this Agreement to reflect the basic understanding between them, but agree that the Definitive Agreement contemplated herein shall be subject to, and contingent on, the City's approval, in its sole discretion, of a final CEQA determination. This Agreement does not constitute a legally binding commitment to a specific project, to the proposed Project, to any transfer of the Property, or to the Definitive Agreement.

Section 2.8 Progress Reports. From time to time as reasonably requested by the City, the Proposer agrees to make oral and written progress reports advising the City on all matters related to the proposed Project, including financial feasibility analyses, construction cost estimates, marketing studies, and similar due diligence matters.

Section 2.9 Community Engagement. The City and Proposer shall confer and seek agreement on an appropriate strategy to obtain input from community members regarding the proposed Project.

Section 2.10 Planning Approvals. Proposer acknowledges that the proposed Project may require the City's approval of various land use or other discretionary approvals and/or other entitlements (collectively, "Entitlements"). Proposer shall be responsible for submitting all site plans, preliminary designs, and plan and specifications for the proposed Project. Proposer will be required to obtain all discretionary approvals and Entitlements for the proposed Project. Planning documents may include the following: [REDACTED].

Section 2.11 Indemnity. Proposer agrees to defend, indemnify, and hold harmless City and its officers, agents, representatives, and employees ("Indemnified Parties") from any and all losses, liabilities, damages, claims, costs, liens, causes of action, awards, judgments, costs and expenses, including, but not limited to reasonable attorney's fees of counsel retained by the Indemnified Parties, expert fees, costs of staff time, and investigation costs, of whatever kind or nature, that are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any omission, fault or active negligence, of the Proposer or the Proposer's officers, agents, employees, independent contractors or subcontractors of any tier, relating in any manner to the this Agreement, any work to be performed by the Proposer related to this Agreement, the Property or the Project, or any authority or obligation exercised or undertaken by the Proposer under this Agreement. Without limiting the generality of the foregoing, the Proposer's obligation to indemnify the Indemnified Parties shall include injury or death to any person or persons, damage to any property, regardless of where located, including the property of the Indemnified Parties, claim or suit or any other matter arising from or connected with any goods or materials provided or services or labor performed regarding the proposed Project or the Property on behalf of the Proposer by any person or entity. The indemnity obligations in this paragraph shall not extend to losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses, including, but not limited to reasonable attorney's fees of counsel retained by the Indemnified Parties, expert fees, costs of staff time, and investigation costs, which are caused by the sole negligence or willful misconduct of the City or its agents. This indemnity obligation shall survive the expiration or termination of this Agreement.

ARTICLE 3. GENERAL PROVISIONS

Section 3.1 Limitation on Effect of Agreement. This Agreement shall not obligate either the City or Proposer to enter into a Definitive Agreement. By execution of this Agreement, the City is not committing itself to, or agreeing to, undertake disposition of the Property or any other matter with respect to the Property. Execution of this Agreement by the City is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent City Council action the final discretion and approval regarding a CEQA analysis, the execution of a Definitive Agreement, or any related ancillary agreements, development plans and specifications, as well as all proceedings and decisions in connection therewith. Any Definitive Agreement resulting from negotiations pursuant to this Agreement shall

become effective only if and after such Definitive Agreement has been considered and approved by the City Council following completion of all legally required procedures and processes and executed by duly authorized representatives of the City and Proposer. Until and unless a Definitive Agreement is signed by Proposer, approved by the City Council and executed by the City, no agreement drafts, actions, deliverables or communications arising from the performance of this Agreement shall impose any legally binding obligation on either Party to enter into, or support entering into, a Definitive Agreement or be used as evidence of any oral or implied agreement by either Party to enter into any other legally binding document. Each Party assumes the risk that, notwithstanding this Agreement and good faith negotiations, the City and Proposer might not enter into a Definitive Agreement due to their failure to agree upon essential terms of a transaction or a decision by the City Council not to authorize entering into and execution of the lease.

Section 3.2 Notices. Formal notices, demands and communications between the City and Proposer shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested, or sent by express delivery or overnight courier service, to the office of the Parties shown as follows, or such other address as the Parties may designate in writing from time to time:

To City: City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069
Attn: Andrew P. Powers, City Manager

With a Copy to:

To Proposer:

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused. For purposes of obligations to be performed by the City or of calculation of noticing under this Agreement, a business day on which the City is closed will not constitute a business day under this Agreement.

Section 3.3 Waiver of Lis Pendens. It is expressly understood and agreed by the Parties that no *lis pendens* may be filed against any portion of the Property with respect to this Agreement or any dispute or act arising from it.

Section 3.4 Right of Entry Agreement. During the Term of this Agreement, Proposer shall have a right of entry to access the Property for purposes of fulfilling the terms, conditions and obligations of this Agreement.

Section 3.5 Insurance. Proposer shall at all times during the Term of this Agreement keep in full force and effect all policies of insurance required in Exhibit [] attached hereto and incorporated herein by reference.

Section 3.6 Assignment. Proposer understands the City is entering into this Agreement based on the experience and qualifications of Proposer and of the key individuals

representing or employed by Proposer as of the date of this Agreement. Therefore, Proposer will not assign, sell, or otherwise transfer any or all of its rights under this Agreement, or interest herein, without the prior written approval of the City, which approval may be withheld in the City's sole and absolute discretion. Further, no voluntary or involuntary successor in interest of Proposer will acquire any rights or powers under this Agreement except as expressly set forth herein. For the reasons cited herein, Proposer represents and agrees for itself and any successor in interest that prior to the expiration of the Term, and without the prior written approval of the City (which approval may be withheld in the City's sole and absolute discretion), there will be no significant change in the management or control of Proposer. Proposer will promptly notify the City of all changes whatsoever in the identity of the parties in control of or exercising the management of Proposer, or the degree of control or management, of which it or any of its officers have been notified or otherwise have knowledge or information. This Agreement may be terminated by the City if there is any significant change (voluntary or involuntary) in membership, management or control, of Proposer. For purposes of this paragraph, a significant change will mean any change in the identity of the Executive Director, CEO, or President (or similar person or persons having ultimate control over the day to day management of Proposer, or the appointment of a receiver or trustee to operate or exercise direct or indirect control over Proposer). Periodic, routine changes in membership that cumulatively affect less than 50% of the membership of the Proposer's board of directors will not be considered a "significant change".

Section 3.7 Costs and Expenses. Each Party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement, and the performance of each Party's obligations under this Agreement.

Section 3.8 Defaults and Remedies.

A. Default. If a Party defaults with regard to any of the provisions of this Agreement, then the non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) calendar days after receipt by the defaulting Party of such notice, the non-defaulting Party may immediately exercise the remedies set forth in Paragraph B, below.

B. Remedies. Except for a default or breach of Proposer with respect to Proposer's indemnification, defense and hold harmless obligations set forth in this Agreement or any amendment thereto, for which the City shall have all remedies available at law or in equity, the non-defaulting Party's sole and exclusive remedy in the event of an uncured default by the City or Proposer shall be to terminate this Agreement. Following such termination, no Party shall have any further duties, obligations, rights, or liabilities under this Agreement, except that Proposer's indemnification, defense and hold harmless obligations set forth in this Agreement shall survive such termination and be enforceable against Proposer.

C. No Liability. Except as expressly provided in Paragraphs A and B, above, no Party shall have any liability to any other Party for damages or otherwise for any default or breach, nor shall any Party have any other claims with respect to performance under this Agreement. Each Party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.

Section 3.9 Time is of Essence. Time is of the essence of every portion of this Agreement in which time is a material part.

Section 3.10 Nondiscrimination. Proposer covenants and agrees that it will not discriminate against any employees or applicants for employment because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, disability, medical condition, or marital status.

Section 3.11 Conflicts of Interest.

A. No member, official, officer or employee of the City may have any personal interest, direct or indirect, in this Agreement, nor may any such member, official, officer or employee participate in any decision relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is, directly or indirectly, interested.

B. Proposer warrants that it has not paid or given, and will not pay or give, directly or indirectly, any City member, official, officer or employee any money or other consideration at all, whether or not connected in any way with the subject matter of this Agreement. Further, Proposer warrants that it has no knowledge of any financial interest of any City member, official, officer or employee in Proposer, directly or indirectly, or in any person or entity affiliated with Proposer, or in any transaction in which Proposer is or has been involved.

C. Proposer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. The Parties understand and agree that Proposer has retained legal counsel and consultants in connection with the creation and implementation of this Agreement, and that such is not a violation of this Paragraph.

Section 3.12 Heading/Captions. The headings and captions of the various sections and paragraphs of this Agreement have been inserted only for the purpose of convenience and are not a part of this Agreement and will not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

Section 3.13 Severability. Every provision of this Agreement is intended to be severable. If any provision of this Agreement or the application of any provision hereof to any Party or circumstance is declared to be illegal, invalid or unenforceable for any reason whatsoever by statute or a court of competent jurisdiction, such invalidity will not affect the other terms and provisions hereof or the application of the provision in question to any other Party or circumstance, all of which will continue in full force and effect.

Section 3.14 Attorneys' Fees. If an action or court proceeding is brought by a Party against the other Party under this Agreement, whether for interpretation, enforcement or otherwise, the prevailing Party in any such action or proceeding shall be entitled to recover attorneys' fees and costs from the other Party.

Section 3.15 Governing Law. This Agreement and the legal relations between the Parties will be governed by, interpreted under, construed and enforced in accordance with, the internal

laws of the State of California without reference to the rules governing the conflict of laws. This Agreement is made and entered into in the County of Los Angeles, California, and any legal actions or proceedings arising from or related to this Agreement will be brought in the County of Los Angeles.

Section 3.16 Jointly Prepared. This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein will not be interpreted against any of them. Except as expressly limited by this Section, all of the applicable rules of interpretation of contracts will govern the interpretation of any uncertainty or ambiguity of this Agreement.

Section 3.17 Signing Authority. All individuals signing this Agreement for a Party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the City that they have the necessary capacity and City to act for, sign and bind the respective entity or principal on whose behalf they are signing.

Section 3.18 Entire Agreement. This Agreement represents the entire agreement of the Parties hereto and integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements, oral or written, between the Parties with respect to acquisition and development of the Property or the proposed Project.

Section 3.19 Waivers/Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default will not operate as a waiver of said default or of any rights or remedies in connection therewith or of any subsequent default or any rights or remedies in connection therewith, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 3.20 Counterparts. This Agreement may be executed in counterparts, each of which when so executed will be deemed an original, and all of which, when taken together, will constitute but one and the same instrument.

Section 3.21 No Third-Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the City and Proposer and no other person shall have any right or cause of action under or by reason of this Agreement.

Section 3.22 Project Images. Proposer hereby consents to use by the City of images of the Project, its models, plans and other graphical representations of the proposed Project and its various elements (“**Project Images**”) in connection with marketing, public relations, and special events, websites, presentations, and other uses required by the City in connection with the Project. Such right to use the Project Images will not be assignable by the City to any other party (including, without limitation, any private party) without Proposer’s prior written consent. Use by the City of

Project Images, Proposer's name or the names of their affiliates will be subject to prior approval, which will not be unreasonably withheld or delayed. For any Project Images provided to the City by Proposer, Proposer will use reasonable efforts to obtain any rights and/or consents from any third parties necessary to provide these Project Image use rights.

Section 3.23 Actions By the City. Whenever this Agreement calls for or permits the approval, consent, authorization or waiver of the City, the approval, consent, authorization, or waiver of the City Manager shall constitute the approval, consent, authorization or waiver of the City without further action of the City Council, unless such approval, consent, authorization, or waiver is otherwise required by applicable law to be made by the City Council or the City Manager otherwise determines such approval, consent, authorization, or waiver should be made by the City Council.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

“CITY”

“PROPOSER”

CITY OF WEST HOLLYWOOD

By: _____

By: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____