



**CITY OF MONROVIA  
INCLUSIONARY HOUSING AND DENSITY BONUS ORDINANCES**

**REQUEST FOR PROPOSAL**

**Due Date: Extended until November 8, 2021**

Date of release: September 30, 2021

**I. INTRODUCTION TO PROJECT**

The City of Monrovia (City) is seeking proposals from qualified respondents to provide consulting services for the preparation of an Inclusionary Housing Ordinance and a Density Bonus Ordinance. Research on additional strategies to provide affordable housing opportunities within the City is also welcome.

Technical expertise is important and we know there are many qualified firms and/or individuals that have tremendous experience and the technical knowledge needed to prepare the City's Inclusionary Housing and Density Bonus Ordinances. Those requirements are articulated in this RFP. With that said, we are also looking for partners that share our passion for serving the community and are eager to share their expertise, creativity and ideas, focused on finding solutions. Housing is a critical issue throughout California and Monrovia continues to explore options to address this important need. We encourage you to share your perspective.

In fulfilling our mission to serve the people of Monrovia to create a community that offers a premiere quality of life, we know we cannot do it alone. Throughout this organization, our consultant partners play a critical role in serving the community. If this is the type of organization that you would like to be partner with, the City of Monrovia invites you to submit your proposals. We look forward to hearing your story.

***Our mission is to serve the people of Monrovia to create a community that offers a premier quality of life.***

**Project components**

*Primary Tasks:* The City currently does not have an inclusionary housing ordinance, and is seeking a qualified consultant with experience in affordable housing development, market-rate economics, and municipal inclusionary housing. The qualified respondent will outline an approach and timeline with the necessary steps (ranging from public outreach, economic analysis, and ordinance development) with the assistance of City staff to achieve an adopted ordinance. Additionally, the City does not have a Density Bonus Ordinance, and is seeking a consultant with experience in drafting one that implements State Density Bonus Law (California Government Code Section 65915) and provides affordable housing incentives to spur affordable housing development. Lastly, the Consultant shall determine if the adoption of Inclusionary Housing and

Density Bonus Ordinances is a “project” under the California Environmental Quality Act (CEQA). The preparation of the appropriate environmental document shall be included in the scope (primary tasks).

*Supplemental Tasks:* The City is also seeking proposals for supplemental tasks, which may be submitted as a separate proposal or in conjunction with the proposal for the City’s Inclusionary Housing and Density Bonus Ordinances. The City realizes that the wealth of experience of the consultant community is vast and there are many tools available of which City staff has limited knowledge. At the discretion of the proposer, the City encourages you to provide a “menu” of additional options that may be considered and incorporated as part of the project scope at the desire of the City. Consultants are encouraged to be creative and responsive to the specific needs of Monrovia.

1. Proposal for Developer Incentives for the creation of affordable housing. The qualified respondent will outline an approach and timeline with the necessary steps (ranging from public outreach, economic analysis, and ordinance development) he/she will take with the assistance of City staff to achieve an adopted ordinance.
2. Proposal for creation of Objective Design Standards. The qualified respondent will outline an approach and timeline with the necessary steps to update the current zoning ordinance to include objective design standards he/she will take with the assistance of City staff to achieve an adopted ordinance.
3. Single Room Occupancy Ordinance. The qualified respondent will outline an approach and timeline with the necessary steps (ranging from public outreach, economic analysis, and ordinance development) he/she will take with the assistance of City staff to achieve an adopted ordinance.
4. Congregational Overlay. The qualified respondent will outline an approach and timeline with the necessary steps he/she will take with the assistance of City staff to achieve an adopted ordinance.
5. ADUs. The qualified respondent will outline an approach and timeline with the necessary steps he/she will take with the assistance of City staff to adopt objective ADU design standards and maintain the ordinance in compliance with new State legislation.

The timelines for the supplemental tasks may run concurrently or immediately following the adoption of the Inclusionary Housing and Density Bonus Ordinances and are subject to direction from the City Council. Please note that proposals that omit these secondary tasks **will not** be disqualified from this Request for Proposal (RFP) process.

## **II. OVERVIEW OF THE CITY OF MONROVIA**

Nestled against the foothills of the San Gabriel Mountains, Monrovia is a charming, progressive city with the amenities and characteristics of a small town. It has a strong sense of neighborhood and a desire to preserve its small-town character, enhanced by its concentration of Craftsman, Victorian, and Spanish- style homes constructed in the first quarter of the 20th century.

Incorporated in 1887, Monrovia is the fourth-oldest General-law city in Los Angeles County and the L.A. Basin. The City’s corporate boundary encompasses almost 14 square miles, however,

the majority is undeveloped hillside open space. The urbanized area is approximately five square miles.

Today, Monrovia is an ethnically and socio-economically diverse city. Monrovia is a built-out community and has not experienced significant population growth since the 1980s, a decade during which the City grew by 14.3 percent and added nearly 4,500 new residents. During the 1990s, Monrovia's population increased by 3.3 percent, followed by a 0.9 percent drop in population during the 2000s.

Current data from the 2020 Census Redistricting Data Profile indicates Monrovia's total population is now 37,931 with 39.5% Hispanic, 34% White, 16.4% Asian, 5.2% Black, 0.2% American Indian or Alaska Native, and 4.7% other. It also notes that Monrovia has 15,241 housing units.

The local economy remains prosperous, providing the city with moderate revenue growth. Within the last ten years, revenue growth has been bolstered by new retail businesses and by the creation of new office space on the city's high-tech corridor along Huntington Drive.

### **III. CURRENT HOUSING POLICY AND AFFORDABLE HOUSING PRODUCTION EFFORTS**

With the loss of redevelopment set aside funds, the City no longer has a dedicated funding source for the creation of affordable/subsidized units. However, Monrovia continues to do its best to combat unaffordable housing by increasing housing supply through land use planning, instituting smart housing policies, and creating community partnerships for the most vulnerable. Below is a summary of the current status of housing within Monrovia and continuing housing production efforts.

#### ***Planning Housing Opportunities for Monrovia ("Planning HOME")***

In 2019, the City Council adopted a series of planning strategies to facilitate and streamline housing production in a holistic, balanced Monrovia-centric approach. This program, Planning Housing Opportunities for Monrovia ("Planning HOME") provides staff direction in developing policies and procedures with that objective.

In summary, the "Planning HOME" program strategies are intended to accelerate housing production through timing, cost, approval certainty, entitlement streamlining, feasibility, infrastructure capacity, and impact on housing supply and affordability. The program includes activities such as zoning ordinance updates to address housing permitted by right, parking requirements, development review streamlining, small lot subdivision, dwelling sizes, and affordable housing sizes. Adopting Density Bonus and Inclusionary Housing Ordinances is a critical component of the Planning HOME program. The complete "Planning HOME" program is attached as "Attachment A."

"Planning HOME" also served as the basis for development of a SB 2 Grant application for which the City was awarded \$160,000. These funds are currently reimbursing staff time dedicated to implementing the program. The City also received an additional \$150,000 under the Local Early Action Planning (LEAP) Grant Program. The LEAP funds are being utilized to subsidize the 2021 Focused General Plan Update which is currently in process and will include an update to the Housing and Safety Elements as well as introduction of a new Environmental Justice Element.

### ***Current Status of Housing Element and RHNA Goals***

The City is in the process of updating the Housing Element to facilitate housing across all income categories. Within Monrovia's 5th Housing Element cycle (2014 – 2021), the City's total RHNA allocation was 389 housing units across all income categories. Between January 1, 2014 and December 31, 2020, building permits were issued for 744 new units, demonstrating that the City permitted over 100 percent of the previous RHNA allocation. In the 6<sup>th</sup> Housing Element cycle (2021 – 2029), the City's RHNA allocation is 1,670.

A copy of the City's Housing Element and documents pertaining to the 2021 Focused General Plan Update may be found at the following link: <https://www.cityofmonrovia.org/GeneralPlan>

### ***Increasing Housing Supply through Land Use Planning***

For the past 25 years, Monrovia has held firm to its land use vision in the City's General Plan to achieve a balanced mix of land uses, thereby providing residents with ready access to housing, employment, and commercial services that is close to public transit. This long term vision has encompassed a balance between growth and preservation by allowing growth in targeted areas while preserving those parts of Monrovia that define its character - our neighborhoods.

In 1993, the City's General Plan was revised to encourage transit-related development around the future light rail stop. By the mid-2000s, as the Foothill Gold Line Extension was coming closer to fruition, the City commissioned the Urban Land Institute to lend their expertise in the planning of a transit village around the proposed light rail station, coining the name "Station Square Transit Village." In 2008 detailed guidelines for the Station Square Transit Village were adopted. This created areas of focused housing density not only at Station Square, but also in the edges surrounding Old Town and on the west end of Huntington Drive. Then the Great Recession hit, followed by the dissolution of redevelopment agencies statewide. With the tools of redevelopment no longer available and the prolonged economic downturn, new developments in these areas slowed to a crawl.

In 2014, renewed development interest spurred the City to adopt the Station Square Transit Village Planned Development Area to allow for greater housing densities and a mix of uses around the light rail station. In preparation for the Gold Line coming to Monrovia, the City invested nearly \$25 million in on-site construction, including the creation of a transit plaza, promenade, and Station Square Park, along with off-site road and traffic improvements to the area. The Gold Line opened on March 5, 2016, ushering in a new, connected era for Monrovia.

As a result of this long term land use planning effort, Monrovia is now experiencing more development interest than ever before. Between 2000 and 2018, the City's total number of households increased by 826 units (6.1%). By the end of this planning period, over 2,200 dwelling units will have been entitled.

Once constructed, most of these new units will be in Station Square Transit Village which encompasses the property surrounding the Monrovia Gold (L) Line station. Additionally, there is 154 units recently construction in the City's South Myrtle Avenue Old Town Extension District, the portion of Myrtle Avenue just south of Old Town between Walnut Avenue and Huntington Drive that was earmarked in 2008 for new housing development.

The City's Development Spotlight web page is a single place where one can learn about the recently approved developments in Monrovia.

<https://www.cityofmonrovia.org/developmentspotlight>

### ***Instituting Smart Housing Policies***

Since the loss of the Monrovia Redevelopment Agency, the City has not had the ability to provide direct financial assistance toward the development of affordable / subsidized units, it has taken other creative steps to include affordable housing options throughout Monrovia. Examples include a strong City effort to negotiate the inclusion of affordable housing in development proposals, as well as the implementation of several grant funded planning strategies aimed at facilitating and streamlining housing production.

### ***Negotiated Affordable Housing Units***

Within the last two years the City has negotiated the inclusion of:

- 13 very low-income and 12 moderate income units in the 127 West Pomona Project
- 15 very low-income units in the Arroyo at Monrovia Station Project
- 13 very low-income units in the Avalon Bay Mixed-Use Project

### ***Creating Community Partnerships for the Most Vulnerable***

One of the most exciting partnerships the City explored is the development of a program with our faith community. Led by Mountainside Communion, the City developed a Monrovia-centric program to assist the emerging homeless population in our community. This involved having a case manager to assist in identifying local housing options, providing options for rapid rehousing-in Monrovia-of those being displaced, and offering other types of financial assistance for those truly in need.

## **IV. PROJECT DESCRIPTION**

The ideal consultant or consultant team will have in depth knowledge of current housing law, practices, and strategies. The selected consultant or team will work collaboratively with staff and community stakeholders to conduct an update process that proactively engages the community, complies with all applicable laws and regulations, and results in adopted Inclusionary Housing and Density Bonus Ordinances. The contract will also include completion of the necessary environmental documentation pursuant to the California Environmental Quality Act (CEQA). It is expected that the consultant will:

- Be familiar with the State requirements and HCD guidance regarding Inclusionary Housing and Density Bonus law.
- Effectively utilize technical expertise related to housing.
- Work with City staff to determine staff skill sets that can be utilized to offset consultant work and share in responsibilities, with the general expectation that 1-3 staff members will provide assistance on the project.
- Actively engage a variety of community stakeholders, including elected and appointed officials, and communicate ideas effectively in various ways (both in person and virtually).
  - Use several platforms to engage different groups of residents and encourage public participation (use of social media, technology, virtual meetings, particularly during the COVID-19 pandemic).
- Promote and advertise public involvement and participation with a branded public outreach effort.

- Formulate realistic and creative solutions to address housing challenges in the community that comply with State law and fit into the “Planning HOME” housing production program, as well as the City’s General Plan and Zoning Code framework.
- Ensure that the project remains on time and within the allocated budget.

The Monrovia Inclusionary Housing and Density Bonus Ordinance project shall be guided by the following objectives:

- Comply with all City and State legal and regulatory requirements including:
  - Requirements for alternative means of compliance for inclusionary ordinances;
  - Submittal of an economic feasibility study to ensure the inclusionary housing ordinance does not unduly constrain the production of housing; and
  - State reporting requirements
- Produce documents that address current and projected housing conditions and economic analyses of needs in Monrovia;
- Ensure that Monrovia residents and stakeholders are engaged and participate in the process to facilitate community buy-in;
- Achieve milestones with sufficient time for City staff and State oversight and review.

**SCOPE OF WORK**

The Inclusionary Housing and Density Bonus Ordinances shall include the regulations, strategies, and actions that the City will undertake to facilitate the construction of new housing to meet the needs of the projected population during the planning period (2021-2029) in all economic segments of the community.

The Scope of Work that the consultant will include as a minimum in their proposal shall consist of, but not be limited to the following tasks. Proposers are encouraged to add to these tasks as deemed necessary to implement affordable housing policies and programs, noted on page 2 of this RFP.

**Task 1. Project Administration**

Task 1.1: Project Kick-Off Meeting

Consultant(s) will schedule a kick-off meeting with City staff to discuss project expectations regarding coordination, reporting, deliverables and all relevant project information. Consultant will prepare a meeting summary with project goals, objectives and action items.

Deliverable: Meeting Summary

Task 1.2: Project Schedule Development

Consultant will work with City staff to finalize a project schedule within ten (10) working days after the kick-off meeting that includes tasks and milestones for the necessary environmental document clearance under CEQA and the creation of Inclusionary Housing and Density Bonus Ordinances. The schedule shall:

- Identify project milestones (tasks) with time for staff review of work products throughout the project.

- Include public outreach timeline with public meetings and anticipated Planning Commission and City Council hearings.
- Include outreach in compliance with SB 18 and AB 52 regulations.
- Include anticipated environmental document preparation and review timeline.

The project schedule will be confirmed and/or modified by the consultant and submitted to the city's project manager on or before the 30<sup>th</sup> day of each month during the course of the project. In the event project schedule delays are anticipated, consultant shall advise the city's project manager on the strategies to correct and mitigate.

Deliverable(s): Initial Project Schedule, Monthly Updated Schedules

### Task 1.3: Project Coordination

Consultant's project manager will meet with city staff for progress meetings as needed over the course of the project to review status to ensure objectives and milestones are being achieved. At the City's discretion, these meetings may be conducted as a conference call or in person at the City's offices.

## **Task 2. Inclusionary Housing Ordinance**

### Task 2.1 Examination of Data

Analyze conditions within the region, including cost to produce affordable housing vs. market rate housing; existing market demand for affordable housing and market rate housing; current housing options available to very low-, low-, and moderate income households.

### Task 2.2 Economic Feasibility Study

The inclusionary housing program should generate significant affordable housing resources without overburdening developers or landowners or negatively impacting the pace of development. The selected Consultant shall have the capability to develop and use a financial model that will analyze the impacts of various inclusionary housing requirements for the rental market. The Economic Feasibility Study shall:

- Establish a methodology for modeling the potential impacts and value of an inclusionary housing ordinance. Provide this methodology in a memorandum for the City project lead's approval.
- Identify income targets for affordable housing based on a clear analysis of local needs and consider the City's housing production goals and obligations, including recommendations for appropriate percentages of housing set aside for each income level.
- Conduct a comparative analysis of inclusionary policies adopted by comparable cities within Los Angeles County. Provide a report of findings and best practices.
- Prepare an economic study to determine the appropriate percentage of affordable units for various residential prototypes in Monrovia. Based on analysis of recent construction activity and future housing needs, identify at least three residential development scenarios for analysis in the economic feasibility study that are representative of projects in the City. Verify assumptions through interviews with developers and provide a justification for choosing these scenarios.
- Conduct a nexus study to ensure that required fees are proportional to the impact of new development on the need for affordable housing. Compliance recommendations should be consistent with AB1505 including: in-lieu fees, land dedication, off-site construction, acquisition and rehabilitation of existing units.

Deliverable: Economic Feasibility Study report and up to two (2) public hearings.

### Task 2.3 Recommendations for Inclusionary Housing Programs

Based on the results of the examination of data, economic feasibility study, nexus study, and community engagement and direction of the Planning Commission and City Council, the Consultant shall provide recommendations for the following factors:

- Identify incentives including the financial benefits, costs and impacts of incentives
- Identify alternatives for the on-site fulfillment of inclusionary housing such as an in-lieu fee (including process for annually adjustment to in-lieu fee) and off-site contribution
- Program structure
- Required share of income categories to be served
- Required share of units to be set aside as affordable at each income level
- Create a potential menu of developer incentives that may be offered by the City to reduce the economic impact of providing affordable units for possible inclusion in the ordinance
- Specific program elements should include:
  - Encouraging the provision of housing affordable to extremely low income (ELI - <30% AMI) households, by waiving 100% of Planning Department entitlement application processing fees for projects with a minimum ten percent ELI units, but not less than one unit.
  - Providing options for housing opportunities to accommodate special needs residents and streamlining review of development projects that include a component for special needs groups in addition to other lower income households..
  - Expanding incentives available to senior housing to all special needs housing types, including reduced parking standards and unit sizes, increased height allowances, and maximum lot coverage. Provide additional regulatory incentives and concessions to projects targeted for these special needs groups.
  - Updating the Impact Fee program to exclude affordable/special needs housing.
  - Include Low-Barrier Navigation Centers as a by-right use in areas zoned for mixed-use and nonresidential zones permitting multifamily uses, pursuant to AB 101.

Deliverable: Two drafts of written recommendations and up to two (2) public hearings.

### Task 2.4 Preparation of Inclusionary Housing Ordinance

Consultant shall prepare up to three drafts of the Inclusionary Housing Ordinance: Administrative Draft, Public Review Draft, and Final Draft.

## **Task 3: Density Bonus Ordinance**

### Task 3.1 Legislation review

Consultant shall review and advise City of Monrovia staff on the State's current Density Bonus legislation and prepare an implementation strategy that would ensure compliance with applicable state law.

### Task 3.2 Preparation of Density Bonus Ordinance

Consultant shall prepare up to two drafts of the Density Bonus Ordinance: Administrative Draft and Final Draft.

Deliverable: Up to three drafts of the Density Bonus Ordinance: Administrative Draft, Public Review Draft, and Final Draft.

## **Task 4: Community Engagement and Public Hearings**

### Task 4.1 Community Outreach Program

Consultant will propose an appropriate community outreach program that meaningfully engages a broad array of community interests from all economic and planning areas of the city, including Spanish-speakers. Consultant is expected to prepare branded outreach materials for distribution and communication/advertising purposes. Outreach must be consistent with Monrovia's communications and branding policies. The community outreach program may include a focus group consisting of internal and external stakeholders that may meet once per month for the entire project schedule. The City expects that the public outreach and engagement could include up to four (4) public meetings/workshops throughout the update process in addition to the commission and council meetings outlined below.

Deliverable: Consultant shall submit the outreach program to the City for review, comment, and approval within sixty (60) days of contract engagement.

### Task 4.2 Public Hearings

Consultant should plan to review all staff prepared staff reports, exhibits, and presentations for the Planning Commission and City Council. Consultant should also plan to attend a maximum of five (5) public hearings held by the Planning Commission and/or City Council.

Deliverable(s): Up to five (5) public hearings

## **Task 5: Environmental Analysis**

### Task 5.1 Environmental Determination

Consultant will conduct an initial environmental review of the project and determine the appropriate environmental process pursuant to the California Environmental Quality Act (CEQA) requirements (Public Resources Code 21000 et. seq), the State CEQA Guidelines (California Code of Regulations, Section 15000 et. seq), and the City of Monrovia's CEQA Guidelines. Please note: Since the level of environmental review has not yet been determined, the portion of the proposal responsive to Task 5 shall include an additional scope of work: one for each of the potential levels of environmental review.

### Task 5.2 Draft of Environmental Analysis

If it is determined that preparation of an environmental document is required, Consultant will prepare a draft environmental document in compliance with CEQA and submit for a minimum 30-day internal staff review period. After City staff provides comments on the draft document, Consultant shall update draft to incorporate comments and other technical analysis as needed.

Deliverable(s): Three (3) hard copies, one (1) electronic copy in both PDF and Microsoft Word format.

### Task 5.3 Environmental Noticing, Outreach and Filing

If necessary, Consultant will conduct all required outreach, noticing and filing of notices and documents for the environmental review of the Inclusionary Housing and Density Bonus Ordinances.

### Task 5.4 Final Draft of Environmental Analysis

Consultant will coordinate with City staff to review and consider comments/suggestions received on previous version, if needed. After City staff provides comments on the draft document, consultant shall update draft to incorporate comments and other technical analysis as needed (allowing for at least two rounds of review). Consultant will review public comments, incorporate revisions and prepare final draft of environmental document for public review and comment.

Deliverable(s): Thirteen (13) hard copies, one (1) electronic copy in both PDF and Microsoft Word format.

#### Task 5.5 Adoption

As needed, Consultant shall prepare final findings of fact and statement of overriding considerations and provide to City for review prior to distribution. Prepare and submit required filings with State agencies and County Recorder's Offices.

Deliverable(s): One (1) hard copy and one (1) electronic copy in both PDF and Microsoft Word format.

### **Task 6: Supplemental Tasks**

#### Task 6.1

If supplemental tasks are included, Consultant will prepare a scope, including budget, timeline, environmental analysis, community engagement, and deliverables for each additional task (tasks may run concurrently).

## **V. WORK PRODUCTS**

All work products being presented to the public must be provided in both paper and electronic formats. Electronic files must include all graphics and exhibits, and be formatted to allow posting on City's website.

Note that the number of requested copies is preliminary and may be adjusted as necessary. Efforts will be made to minimize the use of paper throughout the update process.

## **VI. PROPOSAL REQUIREMENTS**

### **Format:**

Respondents are asked to submit one electronic copy via email and four (4) copies of their proposals in an 8 ½" x 11" format, in sufficient detail to allow for a thorough evaluation and comparative analysis. The proposal should include, at a minimum, the following information in sectionalized format addressing the work in the RFP.

### **Cover Letter:**

An original cover letter signed by an officer authorized to contractually bind your firm. The cover letter should also include: the identification of the firm, including the name, address and telephone number of the firm; proposed working relationship among the firm and any subcontractor(s), if applicable; name, title, address and telephone number of a contact person during the proposal evaluation period; and, a statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.

### **General Scope of Work:**

Please provide a detailed proposal completing each milestone of the work as described including the following:

- a. Synopsis of the project based on the description and your team's experience working on Inclusionary Housing and Density Bonus Ordinances, with the City of Monrovia or other cities in the Greater Los Angeles region or SCAG (Southern California Association of Governments) region.
- b. Detailed step-by-step break down of tasks with responsible person, anticipated time to complete, cost estimates, and deliverables.

**Project Schedule:**

Please provide a detailed schedule for completion of the entire project. The anticipated award of contract is on December 21, 2021 and it is anticipated that the project will commence January 2, 2022. Please include an anticipated timeline for all tasks to be completed. Additionally, the proposed schedule should also include the following information:

- a. Provide a flow chart depicting overall project schedule, milestones, community meetings, commission hearings, and city council hearings.
- b. Identify focus of each meeting, personnel who will be in attendance, and expected cost.
- c. List and description of all final products.

**Project Team:**

Please provide a description of the project team.

- a. Identify the key staff person responsible for general project management for each phase of the project.
- b. All project team members' names, resumes, and professional titles.
- c. Describe the specific responsibility each team member will have on the project.
- d. Describe current workload for each team member.

**Relevant Experience:**

Please provide a description of experience on similar work.

- a. Detail previous experience in analyzing information for the creation of Inclusionary Housing and Density Bonus Ordinances
- b. Include as an appendix, relevant examples of completed work products for each member of the consultant team and all sub-consultants or other experts that the team intends to engage on this project.

**Public Outreach Experience:**

Please provide a description of previous experience working with the public, commissioners, and decision makers.

- a. Provide an overview of public outreach strategies to be used for this project including outreach platforms and activities.

**References:**

Please provide a list of five public sector client references.

- a. Provide name, mailing address, and telephone number of the principal contact
- b. Provide a brief description of the service provided and the dates of the work provided.

**Fee Schedule:**

Please provide a schedule showing estimated costs for each milestone of the project and hourly billing rates for all members of the team. The schedule should also include a 10 percent contingency billing amount of the overall cost for each milestone to accommodate any unanticipated activities or time necessary to achieve the milestone.

**VII. Procedure for Selection/Timeline**

**Proposal Evaluation**

After the proposals are received, the City shall review and evaluate them for responsiveness to the RFP to determine whether the proposer(s) possess the qualifications necessary for the satisfactory performance, and their proposed approach to the project. The City may also

investigate qualifications of all proposers to whom the award of contract is contemplated. The City may request clarifications of proposals directly from one or more proposers.

All firms submitting proposals will be notified of the status of their submittal by November 4, 2021. A selection committee may conduct interviews with consultants whose proposal and qualifications are determined to be most desirable for this project.

### **Questions and Communication**

All communication from prospective proposers regarding this RFP must be in writing. Communication by telephone or in person will not be accepted. Questions should clearly identify the relevant section of the RFP related to the question being asked. Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the selection committee, any member of the City Council, or any employee of the City of Monrovia with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration.

All questions regarding this proposal should be submitted in writing via email to Sheri Bermejo, Planning Division Manager at [sbermejo@ci.monrovia.ca.us](mailto:sbermejo@ci.monrovia.ca.us). Responses will be sent to all prospective proposers.

### **Deadline and Submittal Requirements**

In order for your qualifications to be considered, this office must receive four (4) copies (1 unbound) and one (1) electronic copy of your Proposal no later than 6:00 p.m. on November 1, 2021.

Proposals should be submitted to:

City of Monrovia  
Office of the City Clerk  
415 South Ivy Avenue  
Monrovia, CA 91016

The outside of the submittal package shall be clearly marked as "Inclusionary Housing and Density Bonus Ordinances." Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

A copy of the City's standard Professional Service Agreement is attached for your information.

### **Attachments:**

- A. Planning HOME – Monrovia's Housing Production Program
- B. Sample Professional Service Agreement



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In fulfilling our mission to serve the people of Monrovia to create a community that offers a premiere quality of life, we know we cannot do it alone. Throughout this organization, our consultant partners play a critical role in serving the community. If this is the type of organization that you would like to be partner with, the City of Monrovia invites you to submit your proposals. We look forward to hearing your story.

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3. Single Room Occupancy Ordinance. The qualified respondent will outline an approach and timeline with the necessary steps (ranging from public outreach, economic analysis, and ordinance development) he/she will take with the assistance of City staff to achieve an adopted ordinance.
4. Congregational Overlay. The qualified respondent will outline an approach and timeline with the necessary steps he/she will take with the assistance of City staff to achieve an adopted ordinance.
5. ADUs. The qualified respondent will outline an approach and timeline with the necessary steps he/she will take with the assistance of City staff to adopt objective ADU design standards and maintain the ordinance in compliance with new State legislation.

The timelines for the supplemental tasks may run concurrently or immediately following the adoption of the Inclusionary Housing and Density Bonus Ordinances and are subject to direction from the City Council. Please note that proposals that omit these secondary tasks **will not** be disqualified from this Request for Proposal (RFP) process.

## **II. OVERVIEW OF THE CITY OF MONROVIA**

Nestled against the foothills of the San Gabriel Mountains, Monrovia is a charming, progressive city with the amenities and characteristics of a small town. It has a strong sense of neighborhood and a desire to preserve its small-town character, enhanced by its concentration of Craftsman, Victorian, and Spanish- style homes constructed in the first quarter of the 20th century.

Incorporated in 1887, Monrovia is the fourth-oldest General-law city in Los Angeles County and the L.A. Basin. The City’s corporate boundary encompasses almost 14 square miles, however,

the majority is undeveloped hillside open space. The urbanized area is approximately five square miles.

Today, Monrovia is an ethnically and socio-economically diverse city. Monrovia is a built-out community and has not experienced significant population growth since the 1980s, a decade during which the City grew by 14.3 percent and added nearly 4,500 new residents. During the 1990s, Monrovia's population increased by 3.3 percent, followed by a 0.9 percent drop in population during the 2000s.

Current data from the 2020 Census Redistricting Data Profile indicates Monrovia's total population is now 37,931 with 39.5% Hispanic, 34% White, 16.4% Asian, 5.2% Black, 0.2% American Indian or Alaska Native, and 4.7% other. It also notes that Monrovia has 15,241 housing units.

The local economy remains prosperous, providing the city with moderate revenue growth. Within the last ten years, revenue growth has been bolstered by new retail businesses and by the creation of new office space on the city's high-tech corridor along Huntington Drive.

### **III. CURRENT HOUSING POLICY AND AFFORDABLE HOUSING PRODUCTION EFFORTS**

With the loss of redevelopment set aside funds, the City no longer has a dedicated funding source for the creation of affordable/subsidized units. However, Monrovia continues to do its best to combat unaffordable housing by increasing housing supply through land use planning, instituting smart housing policies, and creating community partnerships for the most vulnerable. Below is a summary of the current status of housing within Monrovia and continuing housing production efforts.

#### ***Planning Housing Opportunities for Monrovia ("Planning HOME")***

In 2019, the City Council adopted a series of planning strategies to facilitate and streamline housing production in a holistic, balanced Monrovia-centric approach. This program, Planning Housing Opportunities for Monrovia ("Planning HOME") provides staff direction in developing policies and procedures with that objective.

In summary, the "Planning HOME" program strategies are intended to accelerate housing production through timing, cost, approval certainty, entitlement streamlining, feasibility, infrastructure capacity, and impact on housing supply and affordability. The program includes activities such as zoning ordinance updates to address housing permitted by right, parking requirements, development review streamlining, small lot subdivision, dwelling sizes, and affordable housing sizes. Adopting Density Bonus and Inclusionary Housing Ordinances is a critical component of the Planning HOME program. The complete "Planning HOME" program is attached as "Attachment A."

"Planning HOME" also served as the basis for development of a SB 2 Grant application for which the City was awarded \$160,000. These funds are currently reimbursing staff time dedicated to implementing the program. The City also received an additional \$150,000 under the Local Early Action Planning (LEAP) Grant Program. The LEAP funds are being utilized to subsidize the 2021 Focused General Plan Update which is currently in process and will include an update to the Housing and Safety Elements as well as introduction of a new Environmental Justice Element.

### ***Current Status of Housing Element and RHNA Goals***

The City is in the process of updating the Housing Element to facilitate housing across all income categories. Within Monrovia's 5th Housing Element cycle (2014 – 2021), the City's total RHNA allocation was 389 housing units across all income categories. Between January 1, 2014 and December 31, 2020, building permits were issued for 744 new units, demonstrating that the City permitted over 100 percent of the previous RHNA allocation. In the 6<sup>th</sup> Housing Element cycle (2021 – 2029), the City's RHNA allocation is 1,670.

A copy of the City's Housing Element and documents pertaining to the 2021 Focused General Plan Update may be found at the following link: <https://www.cityofmonrovia.org/GeneralPlan>

### ***Increasing Housing Supply through Land Use Planning***

For the past 25 years, Monrovia has held firm to its land use vision in the City's General Plan to achieve a balanced mix of land uses, thereby providing residents with ready access to housing, employment, and commercial services that is close to public transit. This long term vision has encompassed a balance between growth and preservation by allowing growth in targeted areas while preserving those parts of Monrovia that define its character - our neighborhoods.

In 1993, the City's General Plan was revised to encourage transit-related development around the future light rail stop. By the mid-2000s, as the Foothill Gold Line Extension was coming closer to fruition, the City commissioned the Urban Land Institute to lend their expertise in the planning of a transit village around the proposed light rail station, coining the name "Station Square Transit Village." In 2008 detailed guidelines for the Station Square Transit Village were adopted. This created areas of focused housing density not only at Station Square, but also in the edges surrounding Old Town and on the west end of Huntington Drive. Then the Great Recession hit, followed by the dissolution of redevelopment agencies statewide. With the tools of redevelopment no longer available and the prolonged economic downturn, new developments in these areas slowed to a crawl.

In 2014, renewed development interest spurred the City to adopt the Station Square Transit Village Planned Development Area to allow for greater housing densities and a mix of uses around the light rail station. In preparation for the Gold Line coming to Monrovia, the City invested nearly \$25 million in on-site construction, including the creation of a transit plaza, promenade, and Station Square Park, along with off-site road and traffic improvements to the area. The Gold Line opened on March 5, 2016, ushering in a new, connected era for Monrovia.

As a result of this long term land use planning effort, Monrovia is now experiencing more development interest than ever before. Between 2000 and 2018, the City's total number of households increased by 826 units (6.1%). By the end of this planning period, over 2,200 dwelling units will have been entitled.

Once constructed, most of these new units will be in Station Square Transit Village which encompasses the property surrounding the Monrovia Gold (L) Line station. Additionally, there is 154 units recently construction in the City's South Myrtle Avenue Old Town Extension District, the portion of Myrtle Avenue just south of Old Town between Walnut Avenue and Huntington Drive that was earmarked in 2008 for new housing development.

The City's Development Spotlight web page is a single place where one can learn about the recently approved developments in Monrovia.

<https://www.cityofmonrovia.org/developmentspotlight>

### ***Instituting Smart Housing Policies***

Since the loss of the Monrovia Redevelopment Agency, the City has not had the ability to provide direct financial assistance toward the development of affordable / subsidized units, it has taken other creative steps to include affordable housing options throughout Monrovia. Examples include a strong City effort to negotiate the inclusion of affordable housing in development proposals, as well as the implementation of several grant funded planning strategies aimed at facilitating and streamlining housing production.

### ***Negotiated Affordable Housing Units***

Within the last two years the City has negotiated the inclusion of:

- 13 very low-income and 12 moderate income units in the 127 West Pomona Project
- 15 very low-income units in the Arroyo at Monrovia Station Project
- 13 very low-income units in the Avalon Bay Mixed-Use Project

### ***Creating Community Partnerships for the Most Vulnerable***

One of the most exciting partnerships the City explored is the development of a program with our faith community. Led by Mountainside Communion, the City developed a Monrovia-centric program to assist the emerging homeless population in our community. This involved having a case manager to assist in identifying local housing options, providing options for rapid rehousing-in Monrovia-of those being displaced, and offering other types of financial assistance for those truly in need.

## **IV. PROJECT DESCRIPTION**

The ideal consultant or consultant team will have in depth knowledge of current housing law, practices, and strategies. The selected consultant or team will work collaboratively with staff and community stakeholders to conduct an update process that proactively engages the community, complies with all applicable laws and regulations, and results in adopted Inclusionary Housing and Density Bonus Ordinances. The contract will also include completion of the necessary environmental documentation pursuant to the California Environmental Quality Act (CEQA). It is expected that the consultant will:

- Be familiar with the State requirements and HCD guidance regarding Inclusionary Housing and Density Bonus law.
- Effectively utilize technical expertise related to housing.
- Work with City staff to determine staff skill sets that can be utilized to offset consultant work and share in responsibilities, with the general expectation that 1-3 staff members will provide assistance on the project.
- Actively engage a variety of community stakeholders, including elected and appointed officials, and communicate ideas effectively in various ways (both in person and virtually).
  - Use several platforms to engage different groups of residents and encourage public participation (use of social media, technology, virtual meetings, particularly during the COVID-19 pandemic).
- Promote and advertise public involvement and participation with a branded public outreach effort.

- Formulate realistic and creative solutions to address housing challenges in the community that comply with State law and fit into the “Planning HOME” housing production program, as well as the City’s General Plan and Zoning Code framework.
- Ensure that the project remains on time and within the allocated budget.

The Monrovia Inclusionary Housing and Density Bonus Ordinance project shall be guided by the following objectives:

- Comply with all City and State legal and regulatory requirements including:
  - Requirements for alternative means of compliance for inclusionary ordinances;
  - Submittal of an economic feasibility study to ensure the inclusionary housing ordinance does not unduly constrain the production of housing; and
  - State reporting requirements
- Produce documents that address current and projected housing conditions and economic analyses of needs in Monrovia;
- Ensure that Monrovia residents and stakeholders are engaged and participate in the process to facilitate community buy-in;
- Achieve milestones with sufficient time for City staff and State oversight and review.

**SCOPE OF WORK**

The Inclusionary Housing and Density Bonus Ordinances shall include the regulations, strategies, and actions that the City will undertake to facilitate the construction of new housing to meet the needs of the projected population during the planning period (2021-2029) in all economic segments of the community.

The Scope of Work that the consultant will include as a minimum in their proposal shall consist of, but not be limited to the following tasks. Proposers are encouraged to add to these tasks as deemed necessary to implement affordable housing policies and programs, noted on page 2 of this RFP.

**Task 1. Project Administration**

Task 1.1: Project Kick-Off Meeting

Consultant(s) will schedule a kick-off meeting with City staff to discuss project expectations regarding coordination, reporting, deliverables and all relevant project information. Consultant will prepare a meeting summary with project goals, objectives and action items.

Deliverable: Meeting Summary

Task 1.2: Project Schedule Development

Consultant will work with City staff to finalize a project schedule within ten (10) working days after the kick-off meeting that includes tasks and milestones for the necessary environmental document clearance under CEQA and the creation of Inclusionary Housing and Density Bonus Ordinances. The schedule shall:

- Identify project milestones (tasks) with time for staff review of work products throughout the project.

- Include public outreach timeline with public meetings and anticipated Planning Commission and City Council hearings.
- Include outreach in compliance with SB 18 and AB 52 regulations.
- Include anticipated environmental document preparation and review timeline.

The project schedule will be confirmed and/or modified by the consultant and submitted to the city's project manager on or before the 30<sup>th</sup> day of each month during the course of the project. In the event project schedule delays are anticipated, consultant shall advise the city's project manager on the strategies to correct and mitigate.

Deliverable(s): Initial Project Schedule, Monthly Updated Schedules

### Task 1.3: Project Coordination

Consultant's project manager will meet with city staff for progress meetings as needed over the course of the project to review status to ensure objectives and milestones are being achieved. At the City's discretion, these meetings may be conducted as a conference call or in person at the City's offices.

## **Task 2. Inclusionary Housing Ordinance**

### Task 2.1 Examination of Data

Analyze conditions within the region, including cost to produce affordable housing vs. market rate housing; existing market demand for affordable housing and market rate housing; current housing options available to very low-, low-, and moderate income households.

### Task 2.2 Economic Feasibility Study

The inclusionary housing program should generate significant affordable housing resources without overburdening developers or landowners or negatively impacting the pace of development. The selected Consultant shall have the capability to develop and use a financial model that will analyze the impacts of various inclusionary housing requirements for the rental market. The Economic Feasibility Study shall:

- Establish a methodology for modeling the potential impacts and value of an inclusionary housing ordinance. Provide this methodology in a memorandum for the City project lead's approval.
- Identify income targets for affordable housing based on a clear analysis of local needs and consider the City's housing production goals and obligations, including recommendations for appropriate percentages of housing set aside for each income level.
- Conduct a comparative analysis of inclusionary policies adopted by comparable cities within Los Angeles County. Provide a report of findings and best practices.
- Prepare an economic study to determine the appropriate percentage of affordable units for various residential prototypes in Monrovia. Based on analysis of recent construction activity and future housing needs, identify at least three residential development scenarios for analysis in the economic feasibility study that are representative of projects in the City. Verify assumptions through interviews with developers and provide a justification for choosing these scenarios.
- Conduct a nexus study to ensure that required fees are proportional to the impact of new development on the need for affordable housing. Compliance recommendations should be consistent with AB1505 including: in-lieu fees, land dedication, off-site construction, acquisition and rehabilitation of existing units.

Deliverable: Economic Feasibility Study report and up to two (2) public hearings.

### Task 2.3 Recommendations for Inclusionary Housing Programs

Based on the results of the examination of data, economic feasibility study, nexus study, and community engagement and direction of the Planning Commission and City Council, the Consultant shall provide recommendations for the following factors:

- Identify incentives including the financial benefits, costs and impacts of incentives
- Identify alternatives for the on-site fulfillment of inclusionary housing such as an in-lieu fee (including process for annually adjustment to in-lieu fee) and off-site contribution
- Program structure
- Required share of income categories to be served
- Required share of units to be set aside as affordable at each income level
- Create a potential menu of developer incentives that may be offered by the City to reduce the economic impact of providing affordable units for possible inclusion in the ordinance
- Specific program elements should include:
  - Encouraging the provision of housing affordable to extremely low income (ELI - <30% AMI) households, by waiving 100% of Planning Department entitlement application processing fees for projects with a minimum ten percent ELI units, but not less than one unit.
  - Providing options for housing opportunities to accommodate special needs residents and streamlining review of development projects that include a component for special needs groups in addition to other lower income households..
  - Expanding incentives available to senior housing to all special needs housing types, including reduced parking standards and unit sizes, increased height allowances, and maximum lot coverage. Provide additional regulatory incentives and concessions to projects targeted for these special needs groups.
  - Updating the Impact Fee program to exclude affordable/special needs housing.
  - Include Low-Barrier Navigation Centers as a by-right use in areas zoned for mixed-use and nonresidential zones permitting multifamily uses, pursuant to AB 101.

Deliverable: Two drafts of written recommendations and up to two (2) public hearings.

### Task 2.4 Preparation of Inclusionary Housing Ordinance

Consultant shall prepare up to three drafts of the Inclusionary Housing Ordinance: Administrative Draft, Public Review Draft, and Final Draft.

## **Task 3: Density Bonus Ordinance**

### Task 3.1 Legislation review

Consultant shall review and advise City of Monrovia staff on the State's current Density Bonus legislation and prepare an implementation strategy that would ensure compliance with applicable state law.

### Task 3.2 Preparation of Density Bonus Ordinance

Consultant shall prepare up to two drafts of the Density Bonus Ordinance: Administrative Draft and Final Draft.

Deliverable: Up to three drafts of the Density Bonus Ordinance: Administrative Draft, Public Review Draft, and Final Draft.

## **Task 4: Community Engagement and Public Hearings**

### Task 4.1 Community Outreach Program

Consultant will propose an appropriate community outreach program that meaningfully engages a broad array of community interests from all economic and planning areas of the city, including Spanish-speakers. Consultant is expected to prepare branded outreach materials for distribution and communication/advertising purposes. Outreach must be consistent with Monrovia's communications and branding policies. The community outreach program may include a focus group consisting of internal and external stakeholders that may meet once per month for the entire project schedule. The City expects that the public outreach and engagement could include up to four (4) public meetings/workshops throughout the update process in addition to the commission and council meetings outlined below.

Deliverable: Consultant shall submit the outreach program to the City for review, comment, and approval within sixty (60) days of contract engagement.

### Task 4.2 Public Hearings

Consultant should plan to review all staff prepared staff reports, exhibits, and presentations for the Planning Commission and City Council. Consultant should also plan to attend a maximum of five (5) public hearings held by the Planning Commission and/or City Council.

Deliverable(s): Up to five (5) public hearings

## **Task 5: Environmental Analysis**

### Task 5.1 Environmental Determination

Consultant will conduct an initial environmental review of the project and determine the appropriate environmental process pursuant to the California Environmental Quality Act (CEQA) requirements (Public Resources Code 21000 et. seq), the State CEQA Guidelines (California Code of Regulations, Section 15000 et. seq), and the City of Monrovia's CEQA Guidelines. Please note: Since the level of environmental review has not yet been determined, the portion of the proposal responsive to Task 5 shall include an additional scope of work: one for each of the potential levels of environmental review.

### Task 5.2 Draft of Environmental Analysis

If it is determined that preparation of an environmental document is required, Consultant will prepare a draft environmental document in compliance with CEQA and submit for a minimum 30-day internal staff review period. After City staff provides comments on the draft document, Consultant shall update draft to incorporate comments and other technical analysis as needed.

Deliverable(s): Three (3) hard copies, one (1) electronic copy in both PDF and Microsoft Word format.

### Task 5.3 Environmental Noticing, Outreach and Filing

If necessary, Consultant will conduct all required outreach, noticing and filing of notices and documents for the environmental review of the Inclusionary Housing and Density Bonus Ordinances.

### Task 5.4 Final Draft of Environmental Analysis

Consultant will coordinate with City staff to review and consider comments/suggestions received on previous version, if needed. After City staff provides comments on the draft document, consultant shall update draft to incorporate comments and other technical analysis as needed (allowing for at least two rounds of review). Consultant will review public comments, incorporate revisions and prepare final draft of environmental document for public review and comment.

Deliverable(s): Thirteen (13) hard copies, one (1) electronic copy in both PDF and Microsoft Word format.

#### Task 5.5 Adoption

As needed, Consultant shall prepare final findings of fact and statement of overriding considerations and provide to City for review prior to distribution. Prepare and submit required filings with State agencies and County Recorder's Offices.

Deliverable(s): One (1) hard copy and one (1) electronic copy in both PDF and Microsoft Word format.

### **Task 6: Supplemental Tasks**

#### Task 6.1

If supplemental tasks are included, Consultant will prepare a scope, including budget, timeline, environmental analysis, community engagement, and deliverables for each additional task (tasks may run concurrently).

## **V. WORK PRODUCTS**

All work products being presented to the public must be provided in both paper and electronic formats. Electronic files must include all graphics and exhibits, and be formatted to allow posting on City's website.

Note that the number of requested copies is preliminary and may be adjusted as necessary. Efforts will be made to minimize the use of paper throughout the update process.

## **VI. PROPOSAL REQUIREMENTS**

### **Format:**

Respondents are asked to submit one electronic copy via email and four (4) copies of their proposals in an 8 ½" x 11" format, in sufficient detail to allow for a thorough evaluation and comparative analysis. The proposal should include, at a minimum, the following information in sectionalized format addressing the work in the RFP.

### **Cover Letter:**

An original cover letter signed by an officer authorized to contractually bind your firm. The cover letter should also include: the identification of the firm, including the name, address and telephone number of the firm; proposed working relationship among the firm and any subcontractor(s), if applicable; name, title, address and telephone number of a contact person during the proposal evaluation period; and, a statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.

### **General Scope of Work:**

Please provide a detailed proposal completing each milestone of the work as described including the following:

- a. Synopsis of the project based on the description and your team's experience working on Inclusionary Housing and Density Bonus Ordinances, with the City of Monrovia or other cities in the Greater Los Angeles region or SCAG (Southern California Association of Governments) region.
- b. Detailed step-by-step break down of tasks with responsible person, anticipated time to complete, cost estimates, and deliverables.

**Project Schedule:**

Please provide a detailed schedule for completion of the entire project. The anticipated award of contract is on December 21, 2021 and it is anticipated that the project will commence January 2, 2022. Please include an anticipated timeline for all tasks to be completed. Additionally, the proposed schedule should also include the following information:

- a. Provide a flow chart depicting overall project schedule, milestones, community meetings, commission hearings, and city council hearings.
- b. Identify focus of each meeting, personnel who will be in attendance, and expected cost.
- c. List and description of all final products.

**Project Team:**

Please provide a description of the project team.

- a. Identify the key staff person responsible for general project management for each phase of the project.
- b. All project team members' names, resumes, and professional titles.
- c. Describe the specific responsibility each team member will have on the project.
- d. Describe current workload for each team member.

**Relevant Experience:**

Please provide a description of experience on similar work.

- a. Detail previous experience in analyzing information for the creation of Inclusionary Housing and Density Bonus Ordinances
- b. Include as an appendix, relevant examples of completed work products for each member of the consultant team and all sub-consultants or other experts that the team intends to engage on this project.

**Public Outreach Experience:**

Please provide a description of previous experience working with the public, commissioners, and decision makers.

- a. Provide an overview of public outreach strategies to be used for this project including outreach platforms and activities.

**References:**

Please provide a list of five public sector client references.

- a. Provide name, mailing address, and telephone number of the principal contact
- b. Provide a brief description of the service provided and the dates of the work provided.

**Fee Schedule:**

Please provide a schedule showing estimated costs for each milestone of the project and hourly billing rates for all members of the team. The schedule should also include a 10 percent contingency billing amount of the overall cost for each milestone to accommodate any unanticipated activities or time necessary to achieve the milestone.

**VII. Procedure for Selection/Timeline**

**Proposal Evaluation**

After the proposals are received, the City shall review and evaluate them for responsiveness to the RFP to determine whether the proposer(s) possess the qualifications necessary for the satisfactory performance, and their proposed approach to the project. The City may also

investigate qualifications of all proposers to whom the award of contract is contemplated. The City may request clarifications of proposals directly from one or more proposers.

All firms submitting proposals will be notified of the status of their submittal by November 4, 2021. A selection committee may conduct interviews with consultants whose proposal and qualifications are determined to be most desirable for this project.

### **Questions and Communication**

All communication from prospective proposers regarding this RFP must be in writing. Communication by telephone or in person will not be accepted. Questions should clearly identify the relevant section of the RFP related to the question being asked. Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the selection committee, any member of the City Council, or any employee of the City of Monrovia with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration.

All questions regarding this proposal should be submitted in writing via email to Sheri Bermejo, Planning Division Manager at [sbermejo@ci.monrovia.ca.us](mailto:sbermejo@ci.monrovia.ca.us). Responses will be sent to all prospective proposers.

### **Deadline and Submittal Requirements**

In order for your qualifications to be considered, this office must receive four (4) copies (1 unbound) and one (1) electronic copy of your Proposal no later than 6:00 p.m. on November 1, 2021.

Proposals should be submitted to:

City of Monrovia  
Office of the City Clerk  
415 South Ivy Avenue  
Monrovia, CA 91016

The outside of the submittal package shall be clearly marked as "Inclusionary Housing and Density Bonus Ordinances." Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

A copy of the City's standard Professional Service Agreement is attached for your information.

### **Attachments:**

- A. Planning HOME – Monrovia's Housing Production Program
- B. Sample Professional Service Agreement



# Planning Housing Opportunities for Monrovia (Planning HOME)

DEPARTMENT OF COMMUNITY DEVELOPMENT  
Building Neighborhood and Business Services Planning

Planning Housing Opportunities for Monrovia is a holistic and a multi-prong approach to facilitate the production of housing through a variety of strategies. This work program includes tasks are organized within the SB 2 Planning Grant Categories. Not all tasks will be funded through SB 2 monies, however, these strategies collectively form a comprehensive approach in reviewing and updating Monrovia's regulatory framework in order to remove governmental constraints and facilitation the production of housing through regulatory controls, incentives, and education and information.

- (HE-#) – Tasks identified in the City's Housing Element (HE) along with their HE project number.
- (\*) – Tasks anticipated to be included in the SB 2 Grant.

**Rezone to Permit By-right** - *Rezoning for significant additional housing capacity without or lesser discretionary review or establishing zoning to permit residential development by-right, particularly multifamily, without discretionary action pursuant to Government Code Section 65583.2(h) and (i).*

- **Development Standards Amendments**
  - Remove CUP requirement for multifamily (HE-19) \*
  - Update/amend small lot subdivision regulations; remove CUP requirement (HE-19) \*
  - Reduce minimum dwelling unit sizes (attached and detached) (HD-18) \*
  - Parking requirements review (HD-18) \*
  - Develop/provide affordable housing zoning incentives (HE-14) \*
- **Special Needs Housing Requirements Review** (HE-17)
  - Update to reflect recent legislative changes (supportive-AB 2162, transitional) \*
    - Supportive housing ordinance \*
  - Amend Reasonable Accommodation Ordinance to remove discretionary review \*

**Objective Design and Development Standards** - *Develop objective design standards or pre-approved site and architectural plans that facilitate non-discretionary permitting.*

- **Objective design standards/guidelines**
  - Develop objective design standards/compatibility guidelines for multifamily projects consisting with the HAA (HE-6)

**Specific Plans or Form Based Codes Coupled with CEQA Streamlining** – *Designating and rezoning for additional housing capacity or preparing specific plans or form codes that include zoning and development standards and plan-level environmental analysis that can be used to streamline future housing projects and facilitate affordability.*

- **Add Housing Capacity Through Zoning in "transit rich" areas**
  - Facilitate development in Station Square (east) with LUE/PD-12 update (HE-11)
  - Expand SSTV through the rezoning/adoption of Station Square West PD Area (HE-11) \*
- **Update General Plan and CEQA Guidelines to Facilitate Housing Development**
  - Circulation Element LOS to VMT (SB 743)
  - LUE, Noise, Safety, Conservation, Program EIR

**ATTACHMENT "A"**



- Review and update CEQA Guidelines for streamlining opportunities through clarified exemptions to reflect SB 35/SB 1515 (HAA) \*
- **Update 1970s Subdivision Ordinance**
  - Adopt Lot Merger Ordinance (HE-13) \*

**Accessory Dwelling Units or Other Innovative Building Strategies** - Encourage ADUs and other innovative building types through actions above state law such as, outreach, fee waivers, pre-approved plans, website zoning clearance assistance, and other homeowner tools or finance tools. Also, establish other approaches to intensify existing lower density residential areas and “missing model” typologies to encourage significantly more residential development (e.g., duplexes, triplexes) in lower density residential areas.

- **Accessory Dwelling Units**
  - Update ADU Ordinance (HE-12), remove CUP requirement for HFZ areas. Explore use in MFR zones. (SB1069) \*
  - Develop and disseminate educational information on second units. (HE-12) \*
  - Create standard template for ADU processing \*
  - Develop pre-approved ADU site/floor plans \*
- **Expand housing opportunities for Adaptive Reuse** (HE-8)
  - Identify potential sites, adopt development standards, amend nonconforming ordinance to allow conversions, especially for buildings with historic value \*
- **Update Density Bonus Ordinance** (HE-20) \*
- **Explore inclusionary ordinance or inclusionary incentives**
- **Explore alternative housing types and adopt standards**
  - Mini House/SRO/micro apartment/live-work regulations.

### **Expedited Processing**

Speeding up approvals and permit processing, including instituting programs that streamline or consolidate the review process or create a separate process for expedited review of housing projects.

- **Streamline Development Services process and expand one-stop counter**
  - Implement a building self-inspection/certification program for simple, low-risk permits \*
  - Expand plan check options; implement electronic plan review system \*
  - Explore priority processing for specified project types (e.g. affordable)
- **Facilitate customer information/education**
  - Implement eTRAKiT online portal for monitoring and submittals \*
  - Create submittal checklists (ADU, plan check) \*
- **Improve internal processing capacity**
  - Data collection/reporting on permit tracking metrics to identify processing problems \*
  - Staff training on 2020 Building Codes \*
  - Multi department Development Services coordination bi-monthly meetings \*

- **Develop specific plan template** (HE-11) \*

### **Community Outreach and Education Strategies**

- **Increase online presence**
  - Create online Development Services handbook \*
    - Online fee calculator \*
    - ADA/Accessibility portal \*
    - Community/developer support \*
  - Sustainable Development and Green Programs (HE-24) – Create developer/resident education portal \*
  - Update sites inventory (HE-10) \*
    - Create interactive, online inventory (HE-10) \*
- **Create online housing opportunity program portal/social media**
  - Develop home buyers program brochure/web info (HE-15) \*
  - Section 8 referral (HE-16) \*
- **Facilitate housing opportunity workshops through MAP**
  - ADU, CDBG grants \*
- **Housing Displacement Response Plan**

**Housing Related Infrastructure Financing and Fee Reduction Strategies** - Develop and implement approaches to local, regional or sub-regional housing related infrastructure financing. Create plans and programs to finance and increase infrastructure with accompanying enhanced housing capacity, such as enhanced infrastructure financing districts. Fee reduction and rationalization approaches, such as reassessing fees to adhere to best practices in reducing costs, deferrals, sliding scales or proportionate impacts fees (e.g., ADUs, transit oriented, and infill development, special needs housing), or fee transparency measures including publicly available fee calculators.

- **Overhaul of Development Services Fee Schedule**
  - Flat rate building fee structure (simple, predictable and fair!) \*
  - Impact Fee program to exclude affordable/special needs housing (HE-14) \*
  - Fee reduction for affordable units (pro-rated) \*

## CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (“Agreement”) is dated [month] [day], [year] (“Effective Date”), and is between the City of Monrovia, a California municipal corporation (“City”) and [Consultant’s Legal Name], a [Legal Form of Entity, e.g., California corporation, limited partnership, limited liability company] (“Consultant”).

### RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide [describe required services].

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

#### 1. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit A**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Consultant Representative shall be:

[Name], [Title] (the “Consultant Representative”)  
[E-mail Address]

The Consultant Representative shall directly manage Consultant’s services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

#### ***If there is a project timeline:***

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services in conformance with the project timeline, attached hereto as **Exhibit C**.

***If there is no project timeline (note: revise Section 19 and delete Exhibit C at end of document):***

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements applicable to this Agreement.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date through [Month] [Day], [Year], unless sooner terminated as provided in Section 13 of this Agreement or extended.

**3. Compensation.**

***If compensation is based on an hourly rate:***

A. Compensation. As full compensation for Consultant's services provided under this Agreement, City shall pay Consultant a sum not to exceed [Written Amount] Dollars (\$[Numerical Amount]) (the "maximum compensation"), based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as **Exhibit B**.

***If compensation is based on a flat rate:***

A. Compensation. As full compensation for Consultant's services provided under this Agreement, City shall pay Consultant the total flat sum of [Written Amount] Dollars (\$[Numerical Amount]) (the "maximum compensation"), as set forth in the Approved Fee Schedule, attached hereto as **Exhibit B**.

***If City reimburses for all or certain expenses in addition to compensation:***

B. Expenses. City shall only reimburse Consultant for those expenses expressly set forth in **Exhibit B**. In no event shall reimbursable expenses collectively exceed the total sum of [Written Amount] Dollars (\$[Numerical Amount]).

***If City does not reimburse for expenses:***

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant's performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

**4. Method of Payment.**

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten (10) business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this agreement available during Consultant's regular working hours to City for review and audit by City.

**5. Ownership of Documents.** All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain City's property without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

**6. Independent Contractor.** Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control

over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

**7. Confidentiality.** All data, documents, discussion, or other information (collectively "data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 7 shall survive the expiration or termination of this Agreement.

**8. Conflicts of Interest.** Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 8 into any subcontract that Consultant executes in connection with the performance of this Agreement.

**9. Indemnification.**

***If the scope of services includes the performance of services by a licensed architect, licensed landscape architect, registered professional engineer or licensed professional land surveyor:***

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability

thereof) in the performance of design professional services under this Agreement by a “design professional,” as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively “Claims”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers’ compensation law regarding Consultant and Consultant’s employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers’ compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant’s failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph B. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant’s

subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

C. Workers' Compensation Acts not Limiting. Consultant's obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provisions in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, Claim, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section 9 shall survive the expiration or termination of this Agreement.

***If the scope of services does not include the performance of services by a licensed architect, licensed landscape architect, registered professional engineer or licensed professional land surveyor:***

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in

connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

## 10. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

***The risk for each agreement should be evaluated and the insurance limits should correspond to such risk as determined by the City's Risk Manager and/or the City Attorney.***

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Four Million Dollars (\$4,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has not employees.

***If agreement requires professional liability insurance or, if appropriate, errors and omissions insurance:***

4) Professional Liability Insurance [or Errors and Omissions Insurance] with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring

during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

## **11. Mutual Cooperation.**

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

**12. Records and Inspections.** Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of [Written Amount] ([Numerical Amount]) years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

## **13. Termination of Agreement.**

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five (5) calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

**14. Force Majeure.** Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

**15. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:  
Attn: Alice D. Atkins, City Clerk  
City of Monrovia  
415 South Ivy Avenue  
Monrovia, California 91016

If to Consultant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a courtesy copy to:

Craig A. Steele, City Attorney  
Richards, Watson & Gershon  
350 South Grand Avenue, 37<sup>th</sup> Floor  
Los Angeles, CA 90071

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Prohibition of Assignment and Delegation.** Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its

primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, “assignment” and “delegation” means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**18. No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**19. Exhibits.** Exhibits A, B and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

**20. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both parties.

**21. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

**22. Word Usage.** Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

**23. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

**24. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Monrovia.

**25. Attorneys' Fees.** In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

**26. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

*[SIGNATURE PAGE FOLLOWS]*

The parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Monrovia,  
a California municipal corporation

Consultant:

[Consultant's Legal Name],  
a [Legal Form of Entity]

By: \_\_\_\_\_  
Name: Dylan Feik  
Title: City Manager

By: \_\_\_\_\_  
Name: [Name of Authorized Signer]  
Title: [Title of Authorized Signer]

ATTEST:

By: \_\_\_\_\_  
Name: Alice D. Atkins, MMC  
Title: City Clerk

By: \_\_\_\_\_  
Name: [Name of Authorized Signer]  
Title: [Title of Authorized Signer]

APPROVED AS TO FORM:

**(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)**

By: \_\_\_\_\_  
Name: Craig A. Steele  
Title: City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

**EXHIBIT C  
PROJECT TIMELINE**