CITY COUNCIL
CONSENT CALENDAR

FEBRUARY 18, 2025

SUBJECT: **AWARD OF AN AGREEMENT FOR PROFESSIONAL SERVICES TO SWA GROUP, INC. FOR THE PLUMMER PARK MASTER PLAN: PHASE 1: ASSESSMENT, OUTREACH AND PROGRAMMING (CIP 41-05)**

PREPARED BY: **CITY MANAGER'S DEPARTMENT**

Jackie Rocco, Assistant City Manager
Steve Campbell, Deputy City Manager
Ric Abramson, FAIA, Urban Design and Arch. Studio Manager
Michael Barker, Project Architect

COMMUNITY SERVICES DEPARTMENT

Stephanie Martinez, Recreation Services Manager

DEPARTMENT OF PUBLIC WORKS

Helen Collins, Acting Director

STATEMENT ON THE SUBJECT:

The City Council will consider approving the award of an Agreement for Professional Services to SWA Group, Inc., to provide professional services related to the Plummer Park Master Plan: Phase 1 (CIP 41-05), including community outreach and stakeholder engagement, park programming analyses, and an updated park needs assessment.

RECOMMENDATIONS:

1) Approve an Agreement for Professional Services with SWA Group, Inc. to provide community engagement, park programming, and design-related professional services for the Plummer Park Master Plan (CIP 41-05), Phase 1: Assessment, Outreach, and Programming in the amount of $312,130 with a contingency of up to 10% for related services for a total not-to-exceed amount of $343,343.

2) Authorize the City Manager or designee to execute all documents incident to the Agreement.

BACKGROUND / ANALYSIS:

On February 3, 2025, the City Council directed staff to: 1) Implement the Plummer Park Ad-Hoc Subcommittee recommendation to start fresh, vacate, and revoke the previously adopted 1994 Plummer Park Master Plan and the 2004 Park Master Plan Revisit; 2) Commence with a new two-phase Plummer Park Master Planning process; with Phase 1I to include community engagement, an analysis of current and potential park programming and amenities, and an updated needs assessment; and Phase II to include additional community engagement, design visioning, final park programming, and new conceptual plans for community and City Council review; and 3) Proceed with the selection of a consultant team for Phase 1 of the project and return to the City Council for a contract award recommendation.

Staff conducted a formal RFP process based on a draft scope of work that was developed with the Plummer Park Ad-Hoc Subcommittee in early 2024 and presented to the City Council at its February 3, 2025 meeting, and is recommending that the Council approve an Agreement for Professional Services with SWA Group, Inc. to conduct the work related to the Phase 1 scope.

RFP Process for Consultant Selection for Phase 1 Scope of Work

A Notice Inviting Proposals for Plummer Park Master Plan, Phase 1 was posted as required by the City's procurement process on March 3, 2024. The process was conducted through PlanetBids. A total of 94 prospective proposers expressed interest in the solicitation. Thirteen (13) proposals were received on April 8, 2024. The proposals were rated using pre-established criteria including 1) team composition, 2) staff experience, 3) presentation and communication abilities, 4) outreach, planning, and design experience and abilities, 5) completeness and clarity of proposal, 6) fees, 7) understanding of schedule, and 8) references. The City conducted a two-phase interview process with the five following highest-ranking proposers:

1) SWA Group, Inc.

2) RIOS

3) SALT Landscape Architects

4) Gensler

5) Koning Eizenberg

SWA Group, Inc.

Staff was impressed with the SWA team's composition, experience in local park programming and planning, familiarity with a wide range of engagement processes and tools, and their capacity to deliver thorough programming and outreach reports.

SWA was founded in 1957 and has established itself as a leader in placemaking, landscape architecture, and urban design. It is an employee-owned company with 8 offices distributed across California, Texas, New York, and Shanghai.

SWA's subconsultant team, which includes the outreach consultant The Robert Group and the historic resources team at Architectural Resources Group, has demonstrated experience in facilitating engaging and fruitful community outreach events, and an understanding of the historic, cultural, and current contexts at Plummer Park. SWA and their subconsultant team have completed similar outreach and programming projects at the City of Glendale's Central Park, Paseo, and Armenian American Museum, Culver City's Median Park along Culver Blvd, The City of West Hollywood's Metro K Line Northern Extension study, San Pedro's Waterfront Connectivity Plan, and Redondo Beach's King Harbor Public Amenities Plan.

Therefore, staff is recommending that the City Council award an Agreement to SWA Group, Inc., to provide professional services for the Plummer Park Comprehensive Plan (CIP 41-05), Phase 1: Assessment, Outreach, and Programming in the amount of $312,130 and include a 10% contingency for related services in the amount of $31,213 for a total not-to-exceed amount of $343,343.

Phase 1 Scope of Work

The Phase 1 engagement and programming process is scheduled to kick off in the Spring of 2025. Information about upcoming public meetings will be posted on the new signage

kiosks that have now been installed throughout the park, and on the City's Engage WeHo website, City Calendar, and social media channels. In addition, engagement materials will be available in multiple languages, and translators will be available at in-person events.

The Master Plan Phase 1 process will include:

- Analysis of environmental, historical, programmatic, and cultural aspects of the park.
- Analysis of existing plans, initiatives, and other related background materials.
- A community-based park needs assessment that includes an analysis of current programming and amenities at Plummer Park and all nearby parks. This will expand upon the findings of the 2016 LA County Park Needs Assessment and will include an assessment of user demographics, an inventory of park amenities and assets, benchmarking relative to other similar parks, and the identification of gaps, needs, and priority items. These findings will be analyzed at a high level for feasibility relative to the limited availability of space at Plummer Park, budget, and the potential phasing of implementation.
- Community and stakeholder engagement activities may include but are not limited to:
    - In-person community meetings, pop-ups at park events, workshops, and focused group sessions within the park and at other City locations.
    - In-person open house or town hall-style public meetings.
    - Park walking tours with stakeholders.
    - Web-based outreach to include the City's Engage WeHo platform and social media platforms.
    - A park stories audio/ video recording booth to compile user interviews and share stories about the park and its users.
    - Geographic Information System (GIS) based interactive story mapping to gather and share additional stories, historical information, and ideas.
    - Commission, Advisory Board, and Ad-Hoc Subcommittee engagement.

- Preparation of a draft Outreach Summary and Programming Report.
- Review of the draft report by the community, stakeholder groups, advisory boards, and commissions.
- City Council review and approval of the Plummer Park Master Plan Phase 1 Outreach Summary and Programming Report, and solicitation of direction regarding how to proceed with Phase 2.

Information about upcoming public meetings related to this process will be posted on the new signage kiosks that will be installed throughout the park, and on the City's Engage WeHo website, City calendar, and City social media channels. In addition, engagement materials will be available in multiple languages, and translators will be available at in-person events.

Estimated schedule: Early 2025 through late 2025.

Deliverable: Plummer Park Master Plan Phase 1 Outreach Summary and Programming Report. This report will provide a record of the community and stakeholder engagement process, capture the "what and why" of the park's current and potential programming, and provide a vision for the development of a comprehensive master planning document.

Future Phase 2 Work

The following Phase 2 scope of work is subject to change depending on the outcome of Phase 1. Once Phase 1 is complete, staff will return to the City Council for approval of a contract for professional services for Phase 2, which may be conducted by the same consultant team at SWA or by a new team depending on Council direction. Refer to Attachment B for more information regarding the Phase 2 scope of work and its associated schedule.

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

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

- PSG-1: Maintain the City’s Unique Urban Balance with Emphasis on Residential

Neighborhood Livability.

- PSG-5: Move forward on City Parks and Library and Expand and Enhance the City's Green and Public Spaces.
- OSP-9: Upgrade Existing Buildings & Infrastructure.
- OSP-10: East Side Revitalization.
- OSP-13: Enhance and Expand Disability Access throughout the City.

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

- G-1: Ensure that the community is active and engaged in the decision-making process.
- LU-7: Seek to expand urban green spaces and sustainable landscapes.
- PR-1: Improve, enhance and expand parks throughout the city.
- PR-3: Provide high quality, functional, safe and well-maintained parks, open space and recreational facilities.
- IRC-11: Provide high quality, safe, well-maintained and sustainable facilities for City operations.

EVALUATION PROCESSES:

The process for the Plummer Park Master Plan will involve ongoing review and monitoring by the Plummer Park Ad-Hoc Subcommittee, the community, and all relevant advisory boards and commissions. Depending on the scope of improvements proposed, environmental review may be necessary, either through an amendment to the existing EIR or by conducting a new EIR. Staff will return to the City Council for review, input, and approval of each phase of work.

CLIMATE ACTION AND ENVIRONMENTAL SUSTAINABILITY:

Any potential improvements to Plummer Park identified during Master Plan process will require an assessment to determine whether any additional environmental analysis is required.

COMMUNITY ENGAGEMENT:

The Plummer Park Master Plan process has been crafted to include a robust and inclusive community engagement process. Information regarding upcoming community engagement events will be posted to the City's Engage WeHo page and on the park's new signage kiosks, along with any associated QR codes. This information will be available in multiple languages.

OFFICE OF PRIMARY RESPONSIBILITY:

CITY MANAGER'S DEPARTMENT / URBAN DESIGN & ARCHITECTURE STUDIO DIVISION

DEPARTMENT OF PUBLIC WORKS / FACILITIES & FIELD SERVICES DIVISION

FISCAL IMPACT:

None at this time.

The proposed expenditure for the agreement, $343,343, is budgeted for fiscal year 2025 in account 301-4-40-40-702322.

AMOUNT	DESCRIPTION
$ 343,343	Funding for this item is already budgeted.

The Plummer Park Project currently has approximately $10 million available from former Redevelopment Agency bond proceeds that may be used towards implementation of certain components of the Master Plan effort. Additional funding will be requested in future years for the implementation of portions of the Implementation Plan as those plans are developed.

ATTACHMENTS:

A. Agreement for Professional Services

B. February 3, 2025 City Council Staff Report

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CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

Licensed Design Professionals

This Agreement is made on this 18th day of February, 2025, at West Hollywood, California, by and between the City of West Hollywood, a California municipal corporation located at 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and SWA Group, 811 W. 7th Street, 8th Floor, Los Angeles, CA 90017 (hereinafter referred to as the "CONTRACTOR").

RECITALS

A. The CITY proposes to contract for professional services related to the Plummer Park Comprehensive Plan as detailed below;

B. The CITY conducted an RFP issued in March, 2024, and selected CONTRACTOR as the preferred service provider;

C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

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

1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.

2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 2026 unless extended in writing in advance by both parties.

3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed $343,343 for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the CITY for services performed to the CITY's reasonable satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs (if allowed), and any other information requested by the CITY.

5. **CONTRACT ADMINISTRATION.**

   5.1. **The CITY's Representative.** Unless otherwise designated in writing, Michael Barker shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

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5.2. **Manager-in-Charge.** For the CONTRACTOR, Ying-yu Hung shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by them shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the CITY.

5.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. **TERMINATION.**

6.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another consultant.

7. **INDEMNIFICATION.** CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT to the degree determined by agreement of the parties or in a final and non-appealable judgment to

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be proportionate to its liability. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been CONSULTANT's allocated share of liability. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

8. **INSURANCE REQUIREMENTS.** Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

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

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

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

8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars ($2,000,000) per occurrence for bodily injury,

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personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants, and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. The policy retroactive date shall be on or before the effective date of this agreement.

8.1.5. **Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of CONTRACTOR, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $1,000,000 per occurrence.

8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII.

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Each policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

8.2.8. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR arising out of the work performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

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8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest

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asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

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

10.4. **Code of Ethics.** CONTRACTOR hereby affirms that it will abide by the provisions of the West Hollywood Code of Ethics throughout the term of this Agreement. A copy of the Code of Ethics is attached as Exhibit E.

11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or

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transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. **LIVING WAGE ORDINANCE.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance.

14. **EQUAL BENEFITS ORDINANCE, No. 03-662.** The CONTRACTOR shall abide by the provisions of the West Hollywood Equal Benefits Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation and any applicable benefits packages, as those benefits relate to the coverage of the domestic partners of CONTRACTOR's employees, which shall include; bereavement leave; family medical leave, and health insurance benefits, to enable verification of compliance with the West Hollywood Equal Benefits Ordinance.

15. **RESTRICTIONS: Arab League Boycott of Israel**. The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

16. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

17. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion for purposes related to the project for which such documents and work product were created and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

18. **PROMOTION.** The CONTRACTOR shall have the right to include representations of the design of the project, including photographs and renderings of the exterior and interior, among the CONTRACTOR's promotional and professional materials after receiving authorization in writing by the CITY. The CONTRACTOR's materials shall not include the CITY's confidential or proprietary information if the CITY has previously advised the CONTRACTOR in writing of the specific information considered by the CITY to be confidential or proprietary. The CITY shall provide

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professional credit for the CONTRACTOR on the construction sign and in the promotional materials for the project.

19. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.

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

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

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

Attention: Michael Barker

CONTRACTOR:
SWA Group
811 W 7th Street, 8th Floor
Los Angeles, CA 90017

Attention: Ying-yu Hung

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

22. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

23. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of

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the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

24. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement the 18th day of February, 2025.

CONTRACTOR: SWA GROUP

DocuSigned by:
Ying-yu Hung
707A723B8D054A2...

Ying-yu Hung, Managing Principal

CITY OF WEST HOLLYWOOD:

DocuSigned by:
Steve Campbell
3063EF85652C4DC...

Steve Campbell, Deputy City Manager

David A. Wilson, City Manager

ATTEST:

Melissa Crowder, City Clerk

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CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

Licensed Design Professionals

Exhibit A

Scope of Services:

SWA will provide comprehensive Community Engagement and Planning Consultation services for the Plummer Park Master Plan Phase I: Assessment, Outreach, and Programming. The Master Plan Phase I process will include:

- Analysis of environmental, historical, programmatic, and cultural aspects of the park.
- Analysis of existing plans, initiatives, and other related background materials.
- A community-based park needs assessment that includes an analysis of current programming and amenities at Plummer Park and all nearby parks. This will expand upon the findings of the 2016 LA County Park Needs Assessment and will include an assessment of user demographics, an inventory of park amenities and assets, benchmarking relative to other similar parks, and the identification of gaps, needs, and priority items. These findings will be analyzed at a high level for feasibility relative to the limited availability of space at Plummer Park, budget, and the potential phasing of implementation.
- Community and stakeholder engagement activities may include but are not limited to:
  - In-person community meetings, pop-ups at park events, workshops, and focus groups within the park and at other City locations.
  - In-person open house/ town hall style public meetings.
  - Park walking tours with stakeholders.
  - Web-based outreach may include the City's Engage WeHo platform and social media platforms.
  - A park stories audio/ video recording booth to compile user interviews and share stories about the park and its users.
  - Geographic Information System (GIS) based interactive story mapping to gather and share additional stories, historical information, and ideas.
  - Commission, Advisory Board, and Ad-Hoc Subcommittee engagement.
- Preparation of a draft Outreach Summary and Programming Report.
- Review of the draft report by the community, stakeholder groups, advisory boards, and commissions.
- City Council review and approval of the Plummer Park Master Plan Phase I Outreach Summary and Programming Report, and direction to proceed with Phase II.

Time of Performance:

This work will commence in early 2025 and is expected to be complete in late 2025.

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

None.

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CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

Exhibit B

Certificate of Exemption from Workers' Compensation Insurance

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

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

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

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

Contractor Signature _____

Printed Name of Contractor _____

Date _____

Docusign Envelope ID: D7AF5E6F-BC6F-4943-BA9B-15D2B63AD35D

EXHIBIT E

CITY OF WEST HOLLYWOOD
CODE OF ETHICS FOR CONTRACTORS

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

Policy 1. CONTRACTORS shall be committed to the CITY.

Rules:

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

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

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

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

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

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

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

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Policy 2. CONTRACTORS shall be committed to fiscal integrity.

Rules:

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

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

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

Rules:

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

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

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

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

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

Approved by City Council Minute Order on February 3, 2020

Docusign Envelope ID: D7AF5E6F-BC6F-4943-BA9B-15D2B63AD35D

EXHIBIT F
CALIFORNIA LEVINE ACT STATEMENT

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

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

Current West Hollywood City Councilmembers are listed at:

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

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

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

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

___ NO

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

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

___ NO

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

_____ _____

Date Signature of authorized individual

_____

Company/Applicant Name

CITY COUNCIL
UNFINISHED BUSINESS

FEBRUARY 3, 2025

SUBJECT: **REVIEW OF AD-HOC SUBCOMMITTEE RECOMMENDATIONS AND CONFIRMATION OF PLUMMER PARK MASTER PLAN APPROACH**

PREPARED BY: **CITY MANAGER'S DEPARTMENT**

Jackie Rocco, Assistant City Manager
Steve Campbell, Deputy City Manager
Ric Abramson, FAIA, Urban Design and Arch. Studio Manager
Michael Barker, Project Architect

COMMUNITY SERVICES DEPARTMENT

Stephanie Martinez, Recreation Services Manager

DEPARTMENT OF PUBLIC WORKS

Helen Collins, Acting Director

STATEMENT ON THE SUBJECT:

The City Council will consider implementing the recommendations of the City Council Plummer Park Ad-Hoc Subcommittee regarding the Plummer Park Master Plan.

RECOMMENDATIONS:

1) Implement the Plummer Park Ad-Hoc Subcommittee recommendation to start fresh and vacate/revoke the previously adopted 1994 Plummer Park Master Plan and the 2004 Master Plan Revisit; 2) Direct staff to commence with a new two-phase Plummer Park Master Planning process; with Phase I to include community engagement, an updated needs assessment, and an analysis of current and potential park programming and amenities; and Phase II to include community engagement, design visioning, final park programming, and new conceptual plans for community and City Council review; and 3) Direct staff to proceed with the selection of a consultant team for Phase I of the project and return to Council for award.

ATTACHMENT B

BACKGROUND / ANALYSIS:

This report is organized as follows:

I. Brief History and Overview

II. Ad-Hoc Subcommittee Recommendations

III. Framework for a New Master Plan Process for Plummer Park

   a. Plummer Park Master Plan Phase I: Assessment, Outreach, and Programming

   b. Plummer Park Master Plan Phase II: Visioning and Conceptual Plan Development

IV. Next Steps Following the Adoption of a New Plummer Park Master Plan

In addition, a more detailed history of previous issues and discussions by the City Council has been provided as *Attachment C: Summary of Council Actions Regarding the Previous Plummer Park Master Plan*. Included in this document are:

   a. Master Plan (1994)

   b. Community Center Project and original Needs Assessment (1999-2002)

   c. Revisit of the Master Plan (2004)

   d. Design, Steering Committee Engagement, EIR (2007-2012)

   e. GH/LH Historic Designation and New Discussions (2013-2019)

   f. Off-Leash Dog Play Area and Community Gardens (2021-Present)

I. Brief History and Overview

Over the previous three decades, the City of West Hollywood has engaged in several efforts to set a vision and guiding course for future improvements at Plummer Park intended to align with community goals and City objectives. These efforts included the original 1994 Master Plan (by Purkiss- Rose RSI), a Master Plan update and "Revisit" in 2004 (by Johnson Favaro), and the 2008 – 2014 Phase I Plummer Park Master Plan Implementation Project (by Brooks + Scarpa). Only isolated portions of these plans have been implemented, such as the 2001 construction of the updated parking lot and the

Community Services Building.

The 1994 Master Plan's stated purpose was to inform improvements to the park "…with an eye on the next 30 years", a time horizon that has now passed. Over the last three decades, the community's needs and values have changed along with viewpoints surrounding key aspects of the park such as the historic buildings, new park programming, and existing green space, urban heat, climate responsiveness, nature-based resilience, and the importance of maintaining strong ecosystem health.

One key component of the previous Master Plans was the demolition of the Great Hall/Long Hall (GH/LH) complex and significant remodel and addition to Fiesta Hall. Since that time, the park's halls have now been recognized nationally, at the state level, and locally as protected cultural resources, further emphasizing the value of a new plan that considers these resources intact and considers their future presence in the park.

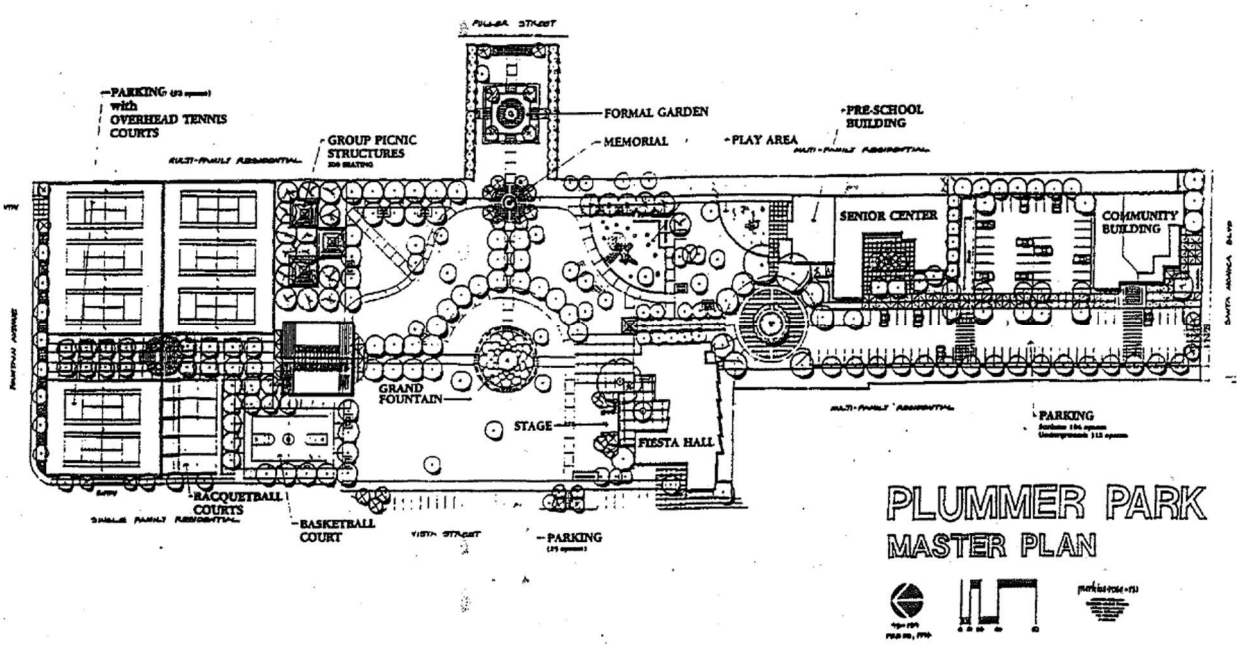


Figure 1- Site Plan Extract from the 1994 Master Plan

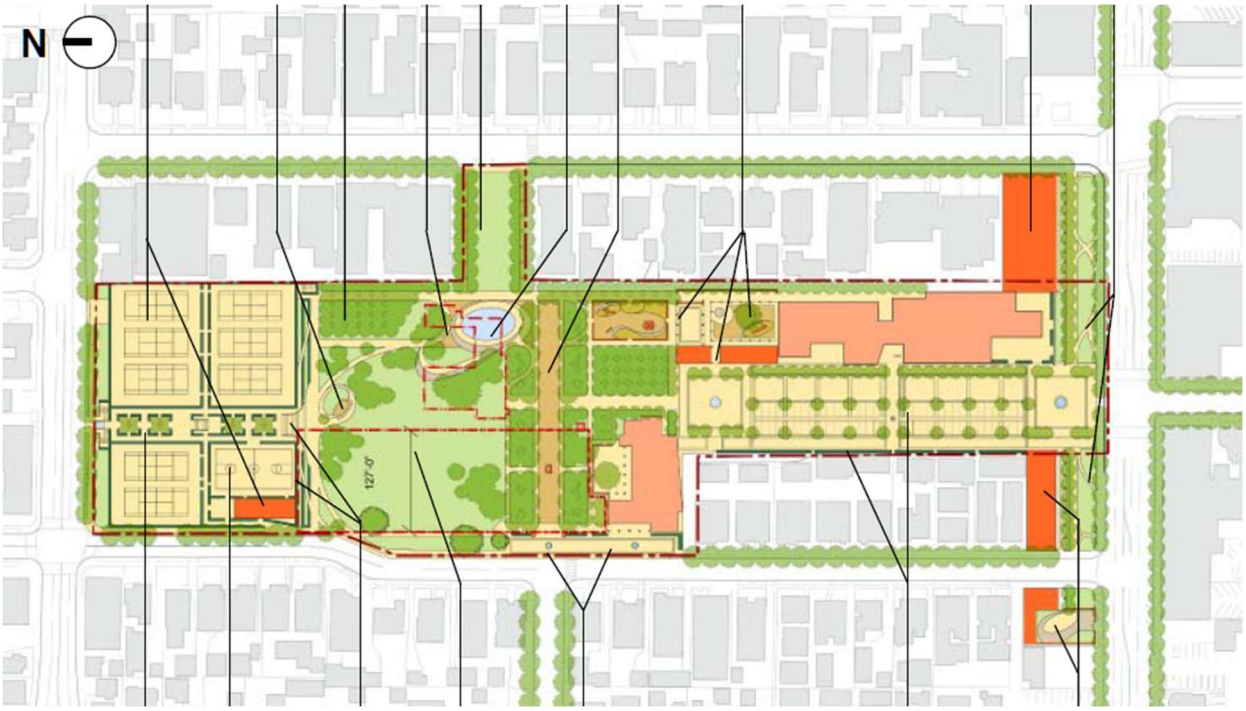


Figure 2- Site Plan Extract from the 2004 Master Plan Revisit

In December 2014, after considerable community input and feedback on many aspects of the proposed plan including the removal and modification GH/LH and Fiesta Hall, the City Council tabled an item that would have moved forward with the Implementation of Phase 1 of the Master Plan. At that time, the Phase 1 implementation was expected to cost approximately $41 million. Partial funding was obtained from former Redevelopment Agency bond proceeds, which were revoked between 2011 and 2012 during a State budget crisis. The State later agreed to return a portion of that funding to the City to fund future improvements at Plummer Park, the balance of which is approximately $10 million.

Beginning in 2017, the City began discussions about initiating a new community- driven effort to create a comprehensive vision for the future of the park, concurrent with upgrades to existing facilities such as improvements to the historic Great Hall/ Long Hall, the pro shop, and the children's playground. A cost evaluation was prepared for a portion of the improvements studied in the previous Master Plan and was shared with the Council on October 7, 2019. At that meeting, funds were allocated towards future outreach processes, and staff were directed to form a Plummer Park Design Steering Committee to guide future efforts.

On January 19, 2021, the City Council directed staff to establish a pilot off-leash dog play area and return to Council with a proposed site plan and budget.

On November 15, 2022, the City hosted a Community Open House event at Plummer Park's Fiesta Hall. Staff provided background information to attendees about the park's history and current uses and engaged in conversation with various community members about the future of the park. Participants engaged in a series of interactive features such as park mood boards and questionnaires that will supplement future engagement efforts.

On August 22, 2023, and February 1, 2024, the Plummer Park Ad-Hoc Subcommittee, consisting of Councilmembers John Erickson and Lauren Meister, convened at Plummer Park. In both meetings, staff provided updates on current and upcoming improvements planned at the park. The focus of the first discussion was on interim community gardens. Staff presented options and the Subcommittee expressed support for gardens along Fuller and Fountain, which were then brought to the City Council and implemented.

At the February 1, 2024, meeting, staff presented options for the park programming and master planning processes along with design options for signage kiosks to elevate awareness about the upcoming visioning process. The Subcommittee was supportive of installing signage kiosks to inform the community of upcoming events related to this outreach, programming, and planning process in three locations: at the N. Vista Street entrance, at the tennis/pickleball courts near the north parking lot entrance, and near the Community Center entrance. The Subcommittee recommendations regarding the Plummer Park Master Plan are outlined below.

II. Ad-Hoc Subcommittee Recommendations

On February 1, 2024, Staff presented a series of options for the process of creating a new Master Plan and the Ad-Hoc Subcommittee recommended the following:

1) Vacate/revoke the previously adopted 1994 Master Plan and the 2004 Master Plan Revisit and embark on a Plummer Park Master Plan process as detailed in this report. The Ad-Hoc Subcommittee recommended that this process be a "fresh start", uninhibited by previous plans, and reflecting the current uses in the park and future needs as identified through a community process. This approach would be

best accomplished by vacating/revoking the previously adopted Master Plans from 1994 and 2004 and replacing them with a new community-driven Master Plan.

2) Proceed with a two-phase Plummer Park Master Planning process. The intent of the proposed phased approach is to provide the Council and community increased opportunities for input in shaping the process for the Master Plan and the ability to change direction if needed at the conclusion of Phase I, prior to commencing with Phase II. Phase I will include community engagement, a needs assessment, and an analysis of current and potential park programming and amenities. Phase II will include visioning and new conceptual plans.

3) Proceed with the selection of a consultant team for Phase I of the project. Staff shall conduct a formal Request for Proposals (RFP) to select a qualified team and return to Council for approval of a professional services contract.

4) As part of future phases, proceed with the formation of a City Manager's Ad-Hoc Design Steering Committee, appointed by the City Manager and comprising of approximately 13 members including representatives from advisory boards and commissions.

   The Ad-Hoc Subcommittee discussed forming this group during Phase II of the master planning process, however staff recommends that the Council consider directing that this group be formed at the conclusion of the Phase I and II processes to inform the subsequent Implementation Plan. Phase II will include a robust community outreach process and direct engagement with all relevant advisory boards and commissions.

   The Council may also provide further direction regarding the Phase II approach and Subcommittee engagement plan at the conclusion of Phase I, upon seeing the results of the work.

III. Framework for a New Master Plan Process for Plummer Park

The Plummer Park Master Plan process is intended to be highly participatory, with the goal of developing a new community-generated Master Plan with broad stakeholder support. The team will utilize both physical and digital strategies to hear from a wide range

of community voices, forming an iterative process with numerous opportunities for input and feedback. The two proposed phases are outlined below with their estimated schedules and deliverables, which are subject to change based on Council direction and community input during the process.

Plummer Park Master Plan Phase I: Assessment, Outreach, and Programming

The primary objective of this new process will be to examine the cultural core, identify needs, and articulate a new vision for potential future programmatic elements within Plummer Park. An essential part of this effort will be a community engagement process that is innovative, inclusive, and meaningful, guiding the development of a flexible program framework and a new Master Plan.

This Master Plan Phase I will not include the development of a plan for implementation, designs for elements within the park, or specific recommendations for implementation. Instead, this process and associated report is intended to serve as an open-ended assessment of possibilities and record of the community input that shaped it. It will document the "what and why" of Plummer Park and lay the groundwork for Phase II of the Master Plan, which will address the "where and how".

The Master Plan Phase I process will include:

- Analysis of environmental, historical, programmatic, and cultural aspects of the park.
- Analysis of existing plans, initiatives, and other related background materials.
- A community-based park needs assessment that includes an analysis of current programming and amenities at Plummer Park and all nearby parks. This will expand upon the findings of the 2016 LA County Park Needs Assessment and will include an assessment of user demographics, an inventory of park amenities and assets, benchmarking relative to other similar parks, and the identification of gaps, needs, and priority items. These findings will be analyzed at a high level for feasibility relative to the limited availability of space at Plummer Park, budget, and the potential phasing of implementation.
- Community and stakeholder engagement activities may include but are not limited to:

- In-person community meetings, pop-ups at park events, workshops, and focus groups within the park and at other City locations.
- In-person open house/ town hall style public meetings.
- Park walking tours with stakeholders.
- Web-based outreach may include the City's Engage WeHo platform and social media platforms.
- A park stories audio/ video recording booth to compile user interviews and share stories about the park and its users.
- Geographic Information System (GIS) based interactive story mapping to gather and share additional stories, historical information, and ideas.
- Commission, Advisory Board, and Ad-Hoc Subcommittee engagement.

- Preparation of a draft Outreach Summary and Programming Report.
- Review of the draft report by the community, stakeholder groups, advisory boards, and commissions.
- City Council review and approval of the Plummer Park Master Plan Phase I Outreach Summary and Programming Report, and direction to proceed with Phase II.

Staff anticipates finalizing the scope of work after this meeting and returning to Council soon with a recommendation to award a contract for professional services for Phase I. The preferred consultant will have an established track record of successful community outreach and master planning efforts.

Information about upcoming public meetings related to this process will be posted on the new signage kiosks that will be installed throughout the park, and on the City's Engage WeHo website, City calendar, and City social media channels. In addition, engagement materials will be available in multiple languages, and translators will be available at in-person events.

Estimated schedule: Early 2025 through late 2025.

Deliverable: Plummer Park Master Plan Phase I Outreach Summary and Programming

Report. This report will provide a record of the community and stakeholder engagement process, capture the "what and why" of the park's current and potential programming, and provide a vision for the development of a comprehensive master planning document.

Plummer Park Master Plan Phase II: Visioning and Conceptual Plan Development

Upon the completion of the Master Plan Phase I report, staff and the consultant team will return to Council to present its findings and recommendations. Based on Council input and direction to proceed, staff may either retain the same consultant to perform the Phase II work or may issue an RFP to select a new consultant.

Like Phase I, the Master Plan Phase II is not intended to develop one specific design but is instead intended to provide a flexible planning framework with multiple scenarios for implementation based on the evolving needs of the community. The range of scenarios within the plan will be highly dependent upon the level of consensus within the community regarding any proposed improvements. The goal at the conclusion of the master planning process is to arrive at a cohesive and broadly supported vision for the future of the park, outlining a set of agreed upon goals, objectives, a general park program, and the general locations of and relationships between existing and future uses to guide implementation. The plan will include considerations of the phasing of various implementation strategies, project prioritization, City sustainability goals, ongoing community input, and funding availability. This flexibility will enable the Master Plan to function as a living document, responsive to both immediate needs and long-term goals while navigating constraints and changes over time.

The Master Planning Phase II process may include, but is not limited to:

- Feasibility studies and test fit analysis of various programming opportunities identified in the Phase I Report.
- Park visioning and concept development based on the feasibility of various existing and proposed programmatic elements and park amenities.
- Development and analysis of multiple implementation scenarios for the variety of improvements identified by the community.
- Community and stakeholder engagement, including in-person community meetings,

web-based outreach, surveys, and commission, advisory board, and Ad-Hoc Subcommittee engagement.

- Preparation of a draft Plummer Park Master Plan, which will include the Phase I Report, and the materials developed during the Phase II: Visioning and Conceptual Plan Development process.
- Depending on the content and proposed framework within the draft Master Plan, the project may be subject to environmental review, either through amending the previous park EIR or through the preparation of a new EIR.
- Review of draft Master Plan by the community, stakeholder groups, advisory boards, and commissions.
- Council adoption of the Plummer Park Master Plan.

Estimated Schedule: Early 2026 through mid-2027, with completion date dependent upon review processes and any potential environmental review. The Phase II schedule and scope of work may vary depending upon the results of the Phase I process and any further Council input.

Deliverable: Plummer Park Master Plan report, including all appendices and associated technical reports.

IV. Next Steps Following the Adoption of a New Plummer Park Master Plan

Next steps and any timeline for implementation will be highly dependent upon the content and scope of potential improvements outlined in the adopted Master Plan, as well as the level of consensus among the community regarding implementation. A general approach is outlined below:

- Implementation Plan.
    - Staff will engage with the Plummer Park Ad-Hoc Design Steering Committee and will work with a team of design and construction management professionals to develop an approach towards phasing and implementation, which will be codified into an Implementation Plan Report. This will include preliminary concept design work for the proposed park improvements.

- RFP's will be issued for design of elements within the Implementation Plan.
- A phasing plan will be developed to mitigate impacts on the park's ongoing programming, with input from both the community and experts in park construction management.
- Preliminary cost estimates will be prepared and presented to the Ad-Hoc Design Steering Committee for consideration.
- The Implementation Plan and recommendations of the Ad-Hoc Design Steering Committee will be brought to Council for consideration.

- Phased design and construction.
  - The design portions of each phase of the Implementation Plan will also include community, advisory board, commission, and Ad-Hoc Design Steering Committee engagement.
  - Construction will be phased to mitigate impacts to park programming.
- Monitoring and evaluation.
  - Performance metrics will be established as part of the Implementation Plan, which will be used to evaluate the effectiveness of implemented features and programs.
  - As part of the phased approach, opportunities for community feedback will be available to guide and adapt the plan as community needs and City goals evolve.
  - Plan updates and revisions may be conducted to address changing community needs or funding availability.

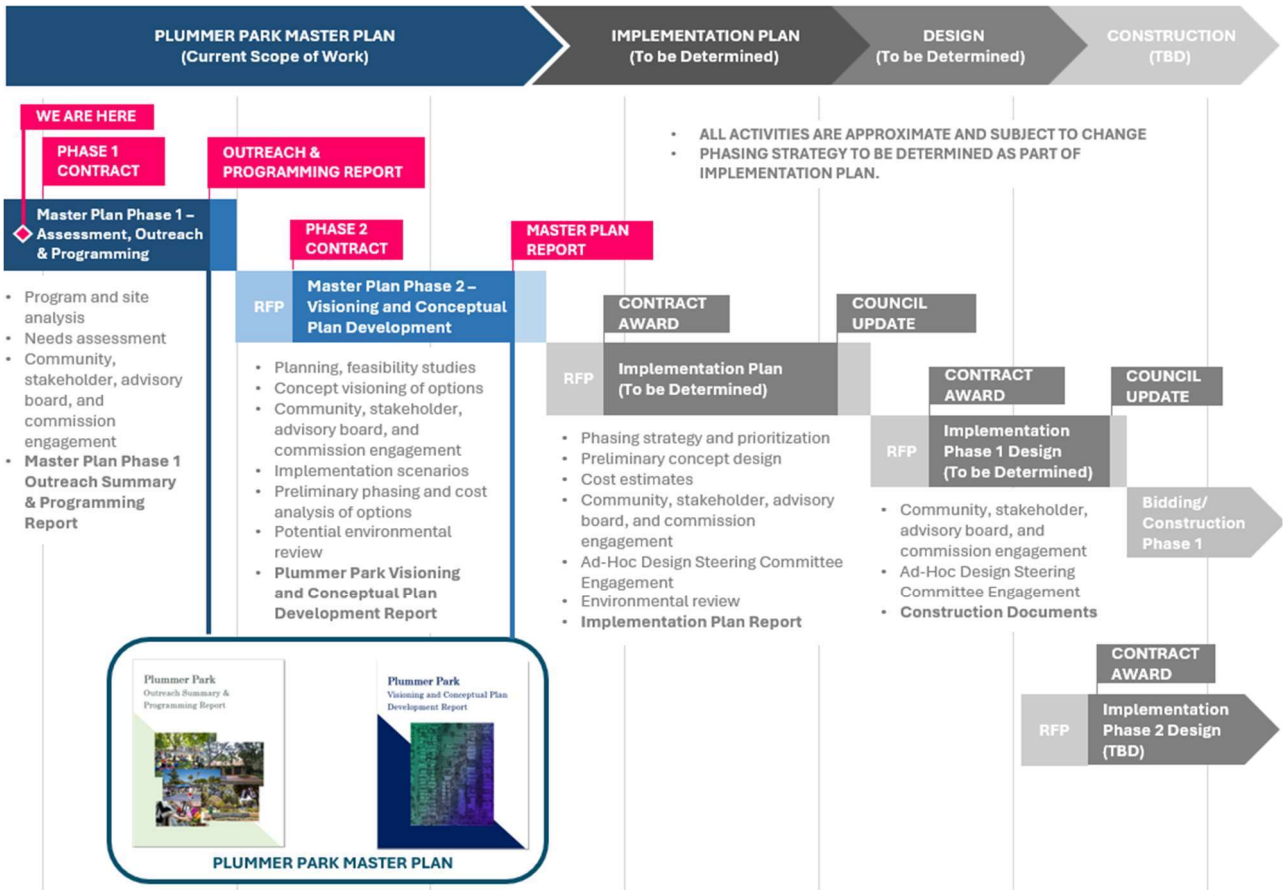


Figure 3- Draft Project Flow Chart (Including Overview of Future Phases)

This new Plummer Park Master Planning process is intended to be an inclusive, community-driven effort to imagine the future of a beloved neighborhood park. The multi-phase approach outlined here aims to create a broadly supported Master Plan and vision that can be flexible in its methods for implementation, balancing the immediate needs of the community with its long-term goals, and ensuring a vibrant, sustainable, and welcoming future for the park.

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

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

- PSG-1: Maintain the City's Unique Urban Balance with Emphasis on Residential Neighborhood Livability.
- PSG-5: Move forward on City Parks and Library and Expand and Enhance the City's

Green and Public Spaces.

- OSP-9: Upgrade Existing Buildings & Infrastructure.
- OSP-10: East Side Revitalization.
- OSP-13: Enhance and Expand Disability Access throughout the City.

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

- G-1: Ensure that the community is active and engaged in the decision-making process.
- LU-7: Seek to expand urban green spaces and sustainable landscapes.
- PR-1: Improve, enhance and expand parks throughout the City.
- PR-3: Provide high quality, functional, safe and well-maintained parks, open space and recreational facilities.
- IRC-11: Provide high quality, safe, well-maintained and sustainable facilities for City operations.

EVALUATION PROCESSES:

The process for the Plummer Park Master Plan will involve ongoing review by the Plummer Park Ad-Hoc Subcommittee, the community, and all relevant advisory boards and commissions. Depending on the scope of improvements proposed, environmental review may be necessary, either through an amendment to the existing EIR or by conducting a new EIR. Staff will return to the City Council for review, input, and approval of each phase of work.

CLIMATE ACTION AND ENVIRONMENTAL SUSTAINABILITY:

Any potential improvements to Plummer Park identified during Master Plan process will require an assessment to determine whether any additional environmental analysis is required.

COMMUNITY ENGAGEMENT:

The Plummer Park Master Plan will include a robust and inclusive community engagement process. Information regarding upcoming community engagement events will be posted to the City's Engage WeHo page and on the park's new signage kiosks,

along with any associated QR codes. This information will be available in multiple languages.

OFFICE OF PRIMARY RESPONSIBILITY:

CITY MANAGER'S DEPARTMENT / URBAN DESIGN & ARCHITECTURE STUDIO DIVISION

DEPARTMENT OF PUBLIC WORKS / FACILITIES & FIELD SERVICES DIVISION

FISCAL IMPACT:

None at this time.

Staff anticipates that the professional services fees for outreach, a needs assessment, and programming analysis as part of Phase I of the Master Plan will range between $300,000 and $350,000. This amount is budgeted for fiscal year 2025 in account 301-4-40-40-702322. Staff will return to Council for approval of the Phase I consultant agreement for services.

Staff anticipate that the consultant fees for Phase II will fall within a similar range to that of Phase I and will return to Council for approval of an agreement for those services following the completion of Phase I.

The Plummer Park Project currently has approximately $10 million available from former Redevelopment Agency bond proceeds that may be used towards implementation of components of the Master Plan. Additional funding will be requested in future years for the implementation of portions of the Implementation Plan as those plans are developed.

ATTACHMENTS:

A. 1994 Plummer Park Renovation Master Plan Design Development Report

B. 2004 Plummer Park Master Plan Revisit

C. Summary of Council Actions regarding the Previously Adopted Plummer Park Master Plan