

REPORT TO CITY COUNCIL

DATE: JULY 11, 2012

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

BY: MIKE KAMINO, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT

SUBJECT: APPROVAL OF A CONSULTANT AGREEMENT WITH KAREN WARNER ASSOCIATES, INC. TO PREPARE THE GENERAL PLAN HOUSING ELEMENT UPDATE

The purpose of this item is to seek City Council approval for the City to enter into a Consultant Agreement with Karen Warner Associates, Inc., located in Pasadena, for consulting services to prepare the Housing Element Update of the City's General Plan. Staff is requesting that the City Council approve a contract with Karen Warner Associates, Inc. in the amount of \$33,630 through December 31, 2013. There are sufficient funds in the 2012-2013 Planning and Community Development Department budget (\$30,000) to commence the contract this coming fiscal year. The remainder of the contract will be re-budgeted for Fiscal Year 2013-2014.

According to the *State of California General Plan Guidelines* (2003), Housing Element Law requires local governments to adequately plan to meet their existing and projected housing needs, including their fair share of the regional housing need (Regional Housing Needs Assessment or RHNA). Housing Element Law is the state's primary market-based strategy to increase housing supply. Further, the *Guidelines* state that in order for the private sector to adequately address housing needs and demand, local governments must adopt land use plans and regulatory schemes that provide opportunities for, and do not unduly constrain, housing development for all income groups. A housing element must include, among other items, the following:

- Demonstrated ability to accommodate projected housing needs (RHNA) through site development capacity.
- Assessment of housing needs and analysis of inventory of resources and constraints (including population and household characteristics and needs, inventory of land, analysis of governmental and non-governmental constraints, and analysis of special housing needs).
- Policies, goals and objectives to achieve the housing requirements.

- Establishment of a housing program that sets forth a schedule of actions to achieve the goals and objectives of the housing element.

The last Housing Element Update for Agoura Hills was prepared in 2008. The state established deadline for submittal of the next Housing Element cycle is October 2013, after which the state will now require that housing elements be updated every seven years. While the Housing Element Update is one of the state's mandated elements of the General Plan, state law also requires that housing elements be updated on a specific cycle. The Housing Element Update will be prepared to be consistent with the other elements of the City's General Plan, which were adopted in March 2010.

Karen Warner Associates, Inc. will prepare a Housing Element Update that complies with the State Housing Element Law as generally described above. Specific tasks would include preparing the following: a progress report outlining the affordable housing available in the City to date; a housing needs assessment; site availability analysis; governmental and non-governmental constraints analysis to provide housing; funding resources analysis; goals, objectives and policies; and a housing program to serve the City. Ms. Warner will also attend public meetings and make presentations on the Housing Element Update.

City staff will assist Ms. Warner in preparation of some portions of the Housing Element Update and in conducting California Environmental Quality Act (CEQA) compliance for the Housing Element.

Karen Warner prepared the City's current Housing Element in 2008, and the 2001 Housing Element before that. Staff has been pleased with her work on both of these projects. Ms. Warner is a recognized leader in the field of housing elements and has authored many of them throughout the state. She has an excellent reputation not only working with clients, but working with State Department of Housing and Community Development staff, which must certify the City's Housing Element. Based on our past experience with Ms. Warner, staff believes she is well qualified to undertake this update.

City staff also received a proposal from Lisa Wise Consulting, Inc. in response to the City's Request for Proposals for preparation of the Housing Element Update. That firm's proposal was for \$26,000. However, staff believes that Karen Warner Associates' scope and proposal is more complete, as well as being more focused and appropriate to what the City needs.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends the City Council approve the attached agreement with Karen Warner Associates, Inc. on a time-and-materials basis for the not-to-exceed amount of \$33,630.

Attachment: Agreement (with Exhibit A)

AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Karen Warner Associates, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Karen Warner

CONSULTANT'S ADDRESS: 882 N. Holliston Avenue
Pasadena, CA 91104

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Allison Cook

COMMENCEMENT DATE: July 12, 2012

TERMINATION DATE: December 31, 2013

CONSIDERATION: Contract Price
Not to Exceed: \$33,630

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE
CITY OF AGOURA HILLS AND KAREN WARNER ASSOCIATES**

THIS AGREEMENT is made and effective as of July 12, 2012, between the City of Agoura Hills, a municipal corporation ("City") and Karen Warner Associates, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM.** This Agreement shall commence on July 12, 2012, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2013, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES.** Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE.** Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT.**

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibits A and B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed \$33,630 ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

5. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT
CAUSE**

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 4.

6. DEFAULT OF CONSULTANT

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing

data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. **INDEMNIFICATION.** The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City.

9. **INSURANCE REQUIREMENTS.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

B. **Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3) Professional Liability coverage: One million (\$1,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may

provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents 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, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES. The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to

15. **LICENSES**. At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

16. **GOVERNING LAW**. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. **PROHIBITED INTEREST**. No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. **ENTIRE AGREEMENT**. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

John M. Edelston
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk

APPROVED AS TO FORM:

Craig A. Steele,
City Attorney

CONSULTANT

Karen Warner Associates, Inc.
882 N. Holliston Avenue
Pasadena, CA 91104

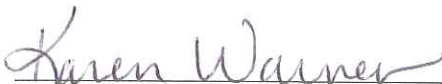
By: 
Name: Karen Warner
Title: President

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

SCOPE OF WORK

Preparation of the 2013-2021 Agoura Hills Housing Element will involve the following tasks. In order to save on project costs, City staff will assume responsibility for research and preparation of several subtasks as identified in the Scope and Project Budget. KWA will provide appropriate direction to staff and will maintain responsibility for integration of all components within the Housing Element document.

TASK 1. INTRODUCTION

The introductory chapter to the Element sets the stage by describing the purpose of the Housing Element in lay terms and establishes the community's housing context. The Introduction also includes a summary of key housing issues; establishes the Housing Element's relationship and consistency with the Agoura Hills General Plan 2035; and describes the public participation process.

TASK 2. EVALUATION OF ACCOMPLISHMENTS UNDER ADOPTED ELEMENT (*CITY TASK*)

In order to develop appropriate programs to address the community's housing needs, City staff will determine the achievements under adopted housing programs in the 2008-2014 Agoura Hills Housing Element, and evaluate the effectiveness of these programs in delivering housing services. This evaluation will include a description of the City's track record in producing new affordable housing during the prior planning period, and a comparison of both market rate and assisted housing production with the City's identified regional housing growth needs (RHNA).

The following are among several key program actions to be reviewed:

- ✓ Agoura Village Specific Plan implementation
- ✓ Affordable housing development assistance
- ✓ Purchase of affordability covenants
- ✓ Zoning ordinance revisions to address SB 2
- ✓ Establishment of reasonable accommodation procedures

The Review of Accomplishments will specifically document the City's compliance with SB 2 through implementation of actions identified in the Element.

TASK 3. HOUSING NEEDS ASSESSMENT/RHNA (*CITY ASSISTANCE - RENT SURVEY, AT-RISK*)

This section of the Housing Element provides a comprehensive analysis of the City's existing and projected housing needs, and serves as a guide for focusing Housing Element policies and programs in response to these needs. The Needs Assessment encompasses an analysis of the following:

- ✓ Population and household characteristics
- ✓ Housing stock characteristics
- ✓ Assisted housing at-risk of conversion to market rate
- ✓ Regional Housing Needs Assessment (RHNA)

Population and Household Characteristics. Data sources including the 2010 Census, the

2005-2009 American Community Survey, School District, and available local studies will be compiled and evaluated to derive the following demographic and household information:

- ✓ Current population and population growth trends for City and comparable communities.
- ✓ Population characteristics including age distribution and race/ethnicity, and demographic shifts over past 2 decades.
- ✓ Current and projected employment in Agoura Hills.
- ✓ Household characteristics including household type, tenure and size, overcrowding/severe overcrowding by tenure and geographic concentration, and housing overpayment/severe overpayment for owners and renters.
- ✓ Household income for City in comparison to the region and other comparable communities, income differences within the City, identification of persons living in poverty.
- ✓ Special needs populations - seniors, large families, persons with disabilities, single-parent households and homeless – including an analysis of the income and tenure characteristics of these groups, and availability of specialized housing in Agoura Hills to meet their needs. Pursuant SB 812, the needs of persons with developmental disabilities will also be analyzed.

Housing Stock Characteristics. Information on the City's housing stock and current market characteristics will be obtained from a variety of published sources, including the 2010 Census, American Community Survey, internet rent surveys, DataQuick and Redevelopment market studies. The following information will be provided:

- ✓ Housing growth trends for Agoura Hills and similar communities.
- ✓ Housing unit mix and tenure, and geographic concentrations of rentals, including single-family rentals.
- ✓ Vacancy rates.
- ✓ Home ownership market analysis including comparison with surrounding communities, and detailed analysis of Citywide sales over past year (price by unit type and number of bedrooms, unit size, year built, etc).
- ✓ Rental housing market analysis including analysis of City rents by unit type. (*City Task*)
- ✓ Affordability analysis of City's owner and rental housing to very low, low and moderate income households
- ✓ Overview of housing age and conditions to assess the magnitude of units requiring rehabilitation or replacement in Agoura Hills.

Assisted Housing "At-Risk" of Conversion to Market Rate (City Task). Housing Element statutes require documentation and analysis of assisted low income rental projects at-risk of

conversion to market rate over the ensuing ten year period (2013-2022). The 2008-2014 Housing Element documented the rent subsidy structure at Archstone Agoura Hills, the City's only assisted rental project at that time, and determined the project did not meet the definition of "assisted housing development" under Housing Element statutes. The rent discount structure provided at this bond-financed project will re-evaluated and compared with low income rent thresholds in support of a continuation of this finding.

Any additional affordable rental units – including inclusionary units – will be documented and evaluated for potential conversion to market rate. For any projects deemed at-risk of conversion within the ten year time frame, the following analysis will be conducted: a) assessment of level of risk; b) estimate of the costs of preserving units through transfer to non-profit ownership, provision of rental assistance, and purchase of affordability covenants; and c) estimate of the costs of replacing units. As part of the Housing Resources chapter of the Element, KWA will develop an inventory of financial and administrative resources available to the City for preservation and/or replacement. Within the Housing Program section of the Element, programs for preserving the at-risk units will be identified, along with specific quantified objectives for the City's preservation goals.

Regional Housing Needs Assessment (RHNA). In December 2011, SCAG released the Draft RHNA Allocation Plan which included the following preliminary figures for Agoura Hills:

**City of Agoura Hills
Draft RHNA 1/1/2014 – 9/30/2021**

Income Category	Households
Very Low	31
Low	19
Moderate	20
Above Moderate	45
Total	115

While SCAG is not scheduled to adopt the final RHNA until October 2012, it is anticipated that any adjustment to Agoura Hills's draft RHNA will be minor. Therefore, we will proceed with Draft RHNA in preparation of the Housing Element update, and make any adjustments as necessary upon finalization by SCAG.

TASK 4. SITE AVAILABILITY (JOINT KWA/CITY TASK)

This section of the Element provides an inventory of vacant and underutilized parcels available for residential and mixed-use development during the 2013-2021 planning period.

Pursuant to AB 2348, the residential sites inventory must now contain a greater level of specificity to demonstrate development viability, including information on the following:

- ✓ Parcel-specific listing and map of sites
- ✓ Site size, General Plan and zoning designation
- ✓ Environmental and infrastructure constraints
- ✓ For non-vacant sites, existing use and site characteristics contributing to recycling potential (value and age of improvement, etc); development trends; regulatory incentives

The residential sites inventory developed for Agoura Hills 2008-2014 Housing Element fulfills the parameters required under AB 2348. The Element includes a detailed inventory of every vacant residential parcel in the City, and each site's realistic development potential given

parcel size, pending applications and development constraints. KWA will coordinate with City staff to update the vacant sites inventory to reflect current conditions, including any changes resulting from the 2010 General Plan update.

The Housing Element documents the majority of unit potential within the Agoura Village Specific Plan, and 100% of the capacity for higher density units to address the City's very low, low and moderate income RHNA. Given the significance of the Specific Plan, it can be anticipated that State HCD will continue to require the updated Element to demonstrate not only site capacity, but the viability of development on identified residential sites. KWA will update the status of the four residential zones within the Specific Plan and evaluate the effectiveness of the Plan's incentives for achieving affordability. Based on the outcome of this analysis, and in light of elimination of the Plan's housing requirements under redevelopment statutes, KWA will suggest modifications to development incentives as necessary to demonstrate the viability of sites for development within the planning period.

AB 1867 now expands options for receiving alternative sites credits to conversion of existing ownership units to affordable rentals. KWA will evaluate opportunities to utilize the various committed assistance options available under Housing Element statutes to fulfill a portion of Agoura Hills's RHNA requirements.

KWA will coordinate with City GIS staff to prepare residential site maps for inclusion in the element, as well as for use in the public meetings.

TASK 5. POTENTIAL HOUSING CONSTRAINTS *(JOINT KWA/CITY TASK)*

The constraints section of the Element encompasses both governmental and non-governmental constraints upon the maintenance, improvement or development of housing. Non-governmental constraints include: market mechanisms (land and construction costs, availability of financing); infrastructure, and environmental constraints. Potential governmental constraints are evaluated in detail, and include an analysis of the following: General Plan land use designations; residential and mixed use development standards; inclusionary zoning ordinance and in-lieu fees; zoning provisions for a variety of housing types; planning and zoning regulations for persons with disabilities; on- and off-site improvements; building codes and related code enforcement; fees and exactions; and processing and permit procedures. Various affordable housing incentives offered by the City, such as flexible development standards, density bonuses, fast track processing, reduced fees, etc. will also be evaluated.

TASK 6. HOUSING RESOURCES *(JOINT KWA/CITY TASK)*

This section of the Element presents the primary local, County, State, federal, and private funding resources available to support Agoura Hills's housing program, including information on program parameters. The status of the Agoura Hills Redevelopment Agency will be discussed, and remaining redevelopment set-aside funds projected to be available through the planning period. Administrative resources – public and non-profit agencies involved in local housing activities – are described. Within the context of energy conservation resources, green building and policies for environmental sustainability in Agoura Hills will be presented.

TASK 7. HOUSING PLAN (*JOINT KWA/CITY TASK*)

The Housing Plan section of the Element sets forth the City's goals, policies and objectives with respect to housing, and establishes a comprehensive program strategy with specific program actions.

Policies and programs will initially be based on the City's current practices, and augmented and refined in response to the community's identified housing needs, constraints and resources; and in response to public and decision-maker input. The Agoura Hills General Plan 2035 will be thoroughly reviewed, and relevant policies and implementation measures reflected in the Housing Element. KWA will develop detailed programmatic descriptions for any new programs being proposed, including identification of interim steps necessary to initiate the program, potential funding sources, and timeframe for program implementation.

The Housing Plan will include a program summary chart, which specifies the following for each program: program objective, funding source, responsible agency and implementation time frame. This chart can then be used to track program implementation, and can serve as the basis for the City's annual report to the State Department of Housing and Community Development (HCD).

TASK 8. DRAFT HOUSING ELEMENT/HCD REVIEW

All the prior tasks will be integrated into a comprehensive draft Housing Element for staff review. KWA will discuss options with staff to reformat the Element to provide greater consistency with the City's updated General Plan. Upon receipt of staff comments on the initial Administrative Draft document, KWA will prepare a Public Draft Element for dissemination to the public, City decision-makers and State HCD. The Element will be formatted with text, tables and graphics suitable for posting on the City's website.

KWA will serve as the City's liaison with State HCD during review of the draft Element. Once the HCD reviewer has been assigned for Agoura Hills, KWA will schedule a conference call along with City staff to discuss any concerns the State may have with the Element. Upon receipt of HCD's official written comments on the draft, KWA will coordinate with staff in developing any necessary changes and will advise staff as to whether a second round of HCD review is recommended. KWA's fixed fee project budget includes up to two rounds of review with HCD, with additional review after the 2nd letter on the draft Element to be charged on a time and materials basis.

In the unlikely event there continue to be outstanding policy issues raised by the State, KWA will prepare a memo identifying options and recommendations to achieve HCD compliance for presentation to the City's decision-makers.

TASK 9. FINAL ADOPTED HOUSING ELEMENT/SUBMITTAL TO HCD

Upon HCD confirmation of statutory compliance, KWA will incorporate all changes into a Revised Draft Housing Element for public hearings. Following adoption by the City Council, KWA will prepare the final Agoura Hills Housing Element to reflect revisions directed by the City Council. Public input received on the Draft Housing Element will also be summarized.

KWA will draft a letter for submittal of the adopted Element to HCD, identifying any changes made in the Element since the State's prior review.

TASK 10. PUBLIC PARTICIPATION

Based on discussions with City staff, along with HCDs direction to engage the public during development of the Element, we suggest following a similar approach to public involvement as the current Agoura Hills Housing Element. Outreach is anticipated to encompass the following meetings:

- Public workshop before the Planning Commission on needs and opportunities
- Meeting(s) with Planning Commission/City Council subcommittee (*City staff*)
- Public hearings before Planning Commission and Council on final Element

In addition to these meetings, we can assist the City in identifying web based strategies and tapping into scheduled community events to provide broad-based input into the Element.

The **public workshop** before the Planning Commission will be conducted during the early stages of Element preparation to provide input on housing needs and opportunities. A Housing Needs Survey will be disseminated at the workshop and placed on the City's website to serve as a tool for providing input on housing issues. In addition to public advertisement, direct notice of the public workshop will be sent to a wide range of interest groups involved with housing issues in Agoura Hills and the broader Conejo Valley, including: for-profit and non-profit developers; advocacy groups representing lower income populations; business organizations; realtors; and adjacent jurisdictions.

We understand a **subcommittee** of either the Planning Commission or City Council may be formed to provide policy direction and to confirm the draft Housing Element prior to submittal to HCD. City staff will maintain responsibility for conducting meetings with the subcommittee.

Upon completion of the Public Draft Housing Element, a Notice of Availability will be circulated indicating locations for review of the Element and the website link to download the document. As part of the **public hearings** before Planning Commission and City Council on the Element, KWA will assist staff in presentation of the Element, and as necessary, discuss any outstanding policy issues and work with the City's decision-makers towards resolution.

TASK 11. CEQA COMPLIANCE (*CITY TASK*)

The City has several options for environmental clearance on the Housing Element.

To the extent the updated Housing Element maintains consistency with Agoura Hills recently adopted General Plan, the residential land use assumptions in the General Plan EIR remain valid, and there are no significant areas of controversy in the Housing Element, the preferred approach to CEQA clearance may be a finding of consistency with the General Plan Program EIR. Pursuant to Section 15168(c)(2) of the CEQA Guidelines:

"If the agency finds that pursuant to Section 15162, no new effects could occur or no new mitigation measures would be required, the agency can approve the activity as being within the scope of the project covered by the program EIR, and no new environmental document would be required."

This can be an effective approach for CEQA clearance on the housing element in jurisdictions with recent General Plan EIRs. Preparation of a Finding of Consistency with the General Plan EIR would include the following components:

1. An Initial Study Checklist to confirm the updated Housing Element will not result in new significant impacts not identified in the General Plan EIR, or in a substantial increase in the impacts identified in the EIR.
2. The Findings document which includes: a) Background on the existing Housing Element, existing General Plan and proposed Housing Element update; b) Relationship of Housing Element to Balance of General Plan; c) Environmental analysis; and d) Statement of findings for adoption by City Council.

Alternatively, the most common form of environmental clearance on a Housing Element is a Negative Declaration. Should the City decide this is a more defensible approach for the updated Element, staff will prepare a draft Initial Study/Negative Declaration based on existing documentation, including a thorough explanation of findings for all impact categories. There will be a required 30-day public review period for the Negative Declaration, during which time the City will receive submitted comments from agencies and the public, and develop responses for incorporation into the final CEQA document.

PROJECT DELIVERABLES

The following products are included within KWAs scope of services for the 2013-2021 Agoura Hills Housing Element. All documents, spreadsheets and PowerPoint presentations will be provided to the City electronically, along with an unbound original for City reproduction.

DOCUMENT
Housing Element
Administrative Draft Element
Public Draft Element
Revised Draft Element
Final Housing Element
Public Outreach
Needs Assessment Survey
Workshop handouts and Powerpoint
Public Hearings handouts and Powerpoint

PROJECT SCHEDULE

The following presents a preliminary project schedule for the Agoura Hills Housing Element, subject to refinement based on discussions with staff and fine tuning of the public outreach program. By initiating the Housing Element update in July, the City can be assured in meeting the October 2013 adoption deadline required to utilize the 8 year planning period. KWA has an excellent reputation for keeping projects on track, and offers the full commitment of staff throughout the project to ensure a successful program.

- | | |
|---|----------------------------|
| 1. Project Kick-off | July 2012 |
| 2. Public Workshop before Planning Commission
<i>Housing Needs Survey</i> | September |
| 3. Subcommittee Meeting #1 (staff)
<i>SCAG adoption of Final RHNA</i> | October |
| 4. Administrative Draft Housing Element | November |
| 5. Subcommittee Meeting #2 (staff) | Dec |
| 6. Public Draft Housing Element
HCD 60 day Review of Draft Element | Dec
late Dec – late Feb |
| 7. CEQA (staff)
Determine Scope
Preparation of Consistency Findings or
OR
Negative Declaration/30 day circulation | Jan 2013
Feb
Feb-Mar |
| 8. Revised Draft Housing Element
Planning Commission/City Council Public Hearings | April
May – June |
| 9. Final Housing Element
Submittal of Adopted Element to HCD | July |

PROJECT BUDGET

The budget on the following page is KWA's estimate of the time and costs required to complete the Scope of Services outlined in our proposal for the Agoura Hills 2013-2021 Housing Element. Costs are identified by individual staff members by indicating the number of hours for each phase of the work program multiplied by hourly billing rates.

The following public meetings are included in the scope of services: a public workshop before the Planning Commission, two subcommittee meetings, and two public hearings before Planning Commission and City Council. Meetings with staff will be conducted at key stages of the work program and are assumed within the work program tasks.

Two options for CEQA compliance are included in the budget: preparation of a finding of consistency with the General Plan EIR, and preparation of a negative declaration.

KWA will be responsible for all data compilation and will limit reliance on staff to provision of available documents and input on progress under the adopted Housing Element. We will, however, expect to coordinate with staff during key aspects of the Housing Element program, such as during preparation of the sites inventory, development of Housing Element strategies, preparation for the community workshop, public hearings, and in review of draft documents.

PROJECT DELIVERABLES

The following products are included within KWAs scope of services for the 2013-2021 Agoura Hills Housing Element. All documents, spreadsheets and PowerPoint presentations will be provided to the City electronically, along with an unbound original for City reproduction.

DOCUMENT	# Printed Copies	# CDs
Housing Element		
Administrative Draft Element		
Public Draft Element		
Revised Draft Element		
Final Housing Element		
Public Outreach		
Needs Assessment Survey		
Workshop handouts and Powerpoint		
Subcommittee handouts and Powerpoint		
Public Hearings handouts and Powerpoint		

EXHIBIT B
PAYMENT RATES AND SCHEDULE

AGOURA HILLS 2013-2021 HOUSING ELEMENT

**2013-2021 Agoura Hills Housing Element
Project Budget w/h Staff Assistance**

<u>Staff Person</u>	<u>Warner</u>	<u>Mendez</u>	<u>Graphics</u>	<u>Word Processing</u>	<u>TOTAL</u>	<u>City staff</u>
<u>Hourly Rate</u>	\$125	\$75	\$40	\$35		
	<u># hours</u>	<u># hours</u>	<u># hours</u>	<u># hours</u>		
Element Introduction	4				\$500	
Review of Existing Housing Element	2				\$250	18
Housing Needs Assessment/RHNA	32	60	16	8	\$9,420	10 <i>rent survey, Bond update</i>
Site Availability	12		4		\$1,660	14
Potential Housing Constraints	12				\$1,500	16
Housing Resources	6				\$750	16
Housing Plan	32				\$4,000	40 <i>recommend program/policy changes</i>
Draft Housing Element/HCD Review	60	24	4	20	\$10,160	
Final Housing Element/Submittal to HCD	8	4	4	4	\$1,600	
Public Participation						
<i>Public Workshop</i>	8	2	4		\$1,310	10
<i>Subcommittee Meetings</i>					\$0	8
<i>Council/Commission Public Hearings(2)</i>	12	4	2		\$1,880	
Subtotal Tasks 1-10	188	94	34	32	\$33,030	132
<u>CEQA Compliance Options</u>						
Consistency Finding (including Initial Study)						40
Negative Declaration						
<u>Direct Costs</u>						
Reproduction						City to assume cost
Mileage/Postage/Miscellaneous					\$350	
DataQuik Purchase					\$250	
TOTAL					\$33,630	



KAREN WARNER ASSOCIATES

STANDARD HOURLY FEE SCHEDULE

Project Manager – Karen Warner	\$125/hour
Associate – Lorraine Mendez	\$ 75/hour
Graphics/GIS	\$40/hour
Word Processing	\$35/hour

Rates effective through December 31, 2013.

Expenses billed at cost. Mileage reimbursed at 2012 IRS rate of \$0.55/mile

PROJECT SCHEDULE

The following presents a preliminary project schedule for the Agoura Hills Housing Element, subject to refinement based on discussions with staff and fine tuning of the public outreach program. By initiating the Housing Element update in July, the City can be assured in meeting the October 2013 adoption deadline required to utilize the 8 year planning period. KWA has an excellent reputation for keeping projects on track, and offers the full commitment of staff throughout the project to ensure a successful program.

- | | |
|---|----------------------------|
| 1. Project Kick-off | July 2012 |
| 2. Public Workshop before Planning Commission
<i>Housing Needs Survey</i> | September |
| 3. Subcommittee Meeting #1 (<i>City staff</i>)
<i>SCAG adoption of Final RHNA</i> | October |
| 4. Administrative Draft Housing Element | November |
| 5. Subcommittee Meeting #2 (<i>City staff</i>) | Dec |
| 6. Public Draft Housing Element
HCD 60 day Review of Draft Element | Dec
late Dec – late Feb |
| 7. CEQA (<i>City staff</i>)
Determine Scope
Preparation of Consistency Findings or
OR
Negative Declaration/30 day circulation | Jan 2013
Feb
Feb-Mar |
| 8. Revised Draft Housing Element
Planning Commission/City Council Public Hearings | April
May – June |
| 9. Final Housing Element
Submittal of Adopted Element to HCD | July |