

REPORT TO CITY COUNCIL

DATE: MAY 27, 2020

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

**BY: RAMIRO ADEVA, COMMUNITY DEVELOPMENT DIRECTOR
DOUG HOOPER, PLANNING DIRECTOR**

**SUBJECT: APPROVAL OF AGREEMENT FOR CONSULTANT SERVICES 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 an agreement for consultant services with Karen Warner Associates, Inc., to prepare the City's 2021-2029 General Plan Housing Element Update. The agreement is for a not-to-exceed amount of \$92,010 and extends through December 31, 2021.

According to the *State of California General Plan Guidelines (2017)*, providing adequate housing for all residents is a priority for cities and counties throughout California. The Housing Element implements the declaration of State law that "the availability of housing is a matter of vital statewide importance and the attainment of decent housing and a suitable living environment for all Californians is a priority of the highest order." Provisions in the Housing Element are more specific and directive than other elements, and contain detailed guidance and reviews. State law provides the Department of Housing and Community Development ("HCD") with unique authority over the Housing Element. Generally, a Housing Element must include the following parts: review of the previous Housing Element; housing needs assessment; inventory and analysis of adequate sites; analysis of potential governmental and non-governmental constraints; housing policies and programs; and quantified objectives. State law also requires planning agency staff to collect and compile public comments regarding a proposed housing element, and provide the comments to the legislative body prior to adoption.

The last Housing Element Update for Agoura Hills was prepared in 2013. October 2021 is the state's established deadline for submittal of the next Housing Element Update, for the sixth cycle. While the Housing Element Update is one of the state's mandated elements of the General Plan, state law also requires the Housing Element be updated on a specific cycle, which is every eight years for Agoura Hills, and that it address particularly detailed statutory requirements. The Housing Element Update will be prepared to be consistent with other elements of the City's General Plan. Additionally, required updates of the General Plan Safety, Land Use and Circulation Elements will be undertaken as a separate task through an agreement for consultant services to be considered by the City Council.

Karen Warner Associates, Inc., will prepare a Housing Element Update that complies with the State Housing Element Law as generally described above. Detailed work tasks are included in Exhibit A of the attached agreement and includes the following for preparing the Draft Housing Element: an evaluation of accomplishments under the current Housing Element; housing needs assessment; site availability assessment; an evaluation of potential housing constraints; housing resources analysis; and establishing goals, policies and objectives as part of the housing plan.

Karen Warner prepared the City's last three Housing Element Updates. Staff has been pleased with her work on each 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 also working with HCD, which must certify the City's Housing Element. Based on the City's past experience with Ms. Warner and her unique familiarity with the City in this regard, staff believes she is well qualified to undertake this update. The contract amount has been budgeted for Fiscal Years 2020-2021 and 2021-2022.

Although the contract amount has been budgeted for Fiscal Years 2020-2021 and 2021-2022, it should be noted that on May 6, 2020, the Land Use/Economic Development Committee (Councilmembers Anstead and Northrup) agreed to the general fund budget recommendation for this item, while expressing State housing mandates should be deferred or delayed, in order for cities to focus efforts and attention on recovering from the impacts of COVID-19. Staff will contact the League of California Cities, the offices of State legislators Henry Stern and Richard Bloom, and the Las Virgenes Malibu Council of Governments, to discuss this possibility. However, it is prudent and necessary to begin working on this extensive scope of work concurrently, in order to ensure compliance with the current State mandate, should the deadlines not be deferred or delayed.

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

RECOMMENDATION

Staff recommends the City Council approve the Agreement for Consultant Services with Karen Warner Associates, Inc., on a time-and-materials basis for the not-to-exceed amount of \$92,010.

Attachment: Agreement

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: 822 Holliston Avenue
Pasadena, CA 91104
CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager
PREPARED BY: Doug Hooper, Planning Director
COMMENCEMENT DATE: May 28, 2020
TERMINATION DATE: December 31, 2020
CONSIDERATION: Contract Price
Not to Exceed: \$92,010

ADDITIONAL SERVICES *(Describe Services, Amount, and Approval):*

Date: _____ Amount: \$ _____ Authorized By: _____
(Not to Exceed 10% of Contract Price) City Manager

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

THIS AGREEMENT is made and effective as of May 27, 2020 , 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 May 28, 2020, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2021, 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

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

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 Exhibit B, Payment Rates and Schedule, 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 Ninety Two Thousand Ten Dollars and Zero Cents (\$92,010.00).

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 shall 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. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

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 entitled "**PAYMENT**" herein.

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 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 ten (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 therefrom 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

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

9. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, 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, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, 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.

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, including without limitation, blanket contractual liability. 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 for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

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. Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Vendor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

E. 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 and named 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 has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

F. 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.

G. Verification of Coverage. **Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, 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 acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

10. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. 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 sub-consultants, 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 sub-consultants 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 provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Consultant: Karen Warner Associates, Inc.
882 Holliston Avenue
Pasadena, CA 91104
Attention: Karen Warner

14. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

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-consultants 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-consultants 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. EXHIBITS

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

19. 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.

20. AMENDMENT OF AGREEMENT

This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time that do not result in monetary changes; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

21. 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

Illece Buckley Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Karen Warner Associates, Inc.
882 Holliston Avenue
Pasadena, CA 91104
Attention: Karen Warner
Telephone: (626) 791-5596
Fax: (626) 791-5596

By: Karen Warner
Name: Karen Warner
Title: President

By: _____
Name:
Title:

EXHIBIT A

TASKS TO BE PERFORMED

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

HOUSING ELEMENT UPDATE - SCOPE OF WORK

The 2021-2029 General Plan Housing Element will evaluate Agoura Hills's current housing needs and market conditions, constraints and resources, and will assess the effectiveness of the City's current housing programs in addressing these housing issues. The following Scope of Work presents the Housing Element's major tasks, and depicts how these tasks build upon one another to establish a comprehensive housing strategy for the City.

Task 1. INTRODUCTION

The introductory chapter to the Housing 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 with the balance of the General Plan; and describes the public participation process.

Task 2. EVALUATION OF ACCOMPLISHMENTS UNDER ADOPTED ELEMENT

In order to develop appropriate programs to address the community's housing needs, KWA will work with City staff to determine the achievements under adopted housing programs in the 2013-2021 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, as applicable, assisted housing production with the City's identified regional housing growth needs (RHNA).

Task 3. HOUSING NEEDS ASSESSMENT (RHNA)

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 (as applicable)
- Regional Housing Needs Assessment (RHNA)

Population and Housing Characteristics. Data source including the American Community Survey, 2020 Census (as available), 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 the past two (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 population – including seniors, large families, disabled, single-parent households, and the homeless. Analysis of income and tenure characteristics of these groups, and availability of specialized housing in Agoura Hills to meet their needs.

Housing Stock Characteristics. Information on the City’s housing stock and current market characteristics will be obtained from a variety of published sources, including CoreLogic sales data, CoStar and internet rent surveys, and local 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 and rental market analysis.
- Affordability analysis of City’s owner and rental housing to very low, low, and moderate income households.
- Housing conditions analysis to assess the magnitude of units requiring rehabilitation or replacement in Agoura Hills.

Assisted Housing “At-Risk” of Conversion to Market Rate. 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 (2021-2030). As applicable, for 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 costs of preserving units through transfer to non-profit ownership, provision of rental assistance, and purchase of affordability covenants; and c) estimate of costs of replacing units. As part of the Housing Resources chapter of the Housing 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 Housing 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)

The City’s RHNA allocation for the 2021-2029 Housing Element cycle is currently 318 total housing units, comprised 126 very low, 72 low, 55 moderate, and 65 above moderate income units. This allocation is subject to change by SCAG as jurisdictions may appeal their allocation until May 2020. SCAG’s appeal process ends in July 2020 and the final RHNA allocations are anticipated to be adopted in October 2020. Based on the City’s

RHNA allocation to date, the City can begin soliciting community input on sites to include in the Housing Element.

Task 4. SITE AVAILABILITY

This section of the Housing Element provides an inventory of vacant and underutilized parcels within Agoura Hills available for residential and mixed-use development during the 2021-2029 planning period.

Pursuant to AB 1397, sites must now meet the following requirements to be included in the Housing Element sites inventory:

- Sites must be “available” for residential development with “realistic and demonstrated potential” to accommodate housing development. Identified sites must have access to sufficient water, sewer, and dry utilities, or be part of a mandatory program to provide such utilities. Additional justification required on the unit capacity for each site, including review of project densities on similar sites in the city and at similar affordable levels.
- Lower income sites must be between one-half (1/2) acre and 10 acres in size, unless the city can provide evidence why the site would be appropriate, such as proposal or approved development project affordable to lower-income households for the site.
- Vacant sites identified in two or more prior Housing Elements for lower income households, and non-vacant sites identified in the prior Housing Element for lower income households that have not been approved for housing can no longer be used to fulfill the city’s lower income RHNA need unless: a) the site is or will be rezoned to the minimum lower-income household density for the city within three years; and b) the zoning allows for residential development by right of at least 20% of the units for lower income households.
- Expanded analysis and justification of non-vacant sites, including the city’s past experience converting existing uses to higher density residential development, current market demand for the existing use, and analysis of any existing leases or contracts that could prevent redevelopment of the site.
- If a city relies on non-vacant sites to accommodate 50% or more of its housing for lower-income households, the “existing use shall be presumed to impede additional residential development, absent findings based on substantial evidence that the use is likely to be discontinued during the planning period.” Sites identified for housing development that currently or within the last five years contained residential units occupied by lower-income households, or were subject to an affordability requirement or local rent control policy, must be replaced one-for-one with units affordable to the same or lower income level.

The initial step in this task will be to update the existing sites inventory based on building permits issued during the prior planning period and current projects with entitlements. The

updated inventory will then be further refined and sites eliminated that fail to meet the criteria established under AB 1367. With the release of the draft RHNA allocation by SCAG, KWA will coordinate with staff to identify potential additional sites as necessary to meet regional needs. Given the strengthening of “No Net Loss” planning law under SB 166 to require an adequate sites inventory be maintained throughout the RHNA planning period by income category, it will be important for Agoura Hills to have a sufficient sites buffer to offset any sites developed at lower densities or higher income levels than assumed in the Housing Element.

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

Task 5. POTENTIAL HOUSING CONSTRAINTS

The constraints section of the Housing 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.

Per AB 879, the government constraints analysis must specifically address “any locally adopted ordinances that directly impact the cost and supply of development.” Such ordinances include inclusionary housing and short-term ordinances, and mitigation fees related to traffic and parks. The non-governmental constraints section of the Housing Element must now analyze requests to develop housing at densities below those identified in the Housing Element sites inventory, and the length of the time between project approval and submittal of building permit application. To the extent the analysis identifies governmental or non-governmental constraints, the Housing Element must include a program to address them.

Task 6. HOUSING RESOURCES

This section of the Housing Element presents the primary local, County, State, federal, and private funding sources available to support Agoura Hills’s housing program, including information on program parameters. The status of the Successor Agency for the Agoura Hills 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

The Housing Plan section of the Housing 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. KWA will develop detailed programmatic descriptions for any programs being proposed, including identification of interim steps necessary to initiate the program, potential funding sources, and timeframes 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 prior tasks will be integrated into a comprehensive draft Housing Element for staff review. Upon receipt of staff comments on the initial draft document, KWA will prepare a revised draft Housing Element for presentation before the City's decision-makers. Any necessary revisions will be made based on decision-maker input, and a public review draft Housing Element will be prepared for submittal to the State to initiate their 60-day review period. The draft Housing 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 Housing 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 draft Housing Element. Upon receipt of HCD's official written comments on the draft Housing Element, 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. Of KWA's fixed fee project budget includes up to two rounds of review with HCD, with additional review after the second letter on the draft Housing Element to be charged on a time and materials basis.

While not anticipated, to the extent there continues to be outstanding policy issues raised by the State, KWA will prepare a memorandum 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

Following adoption of the Housing Element 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 Housing Element to HCD, identifying any changes made in the Housing Element since the State's prior review.

Task 10. PUBLIC PARTICIPATION

The Housing Element is tasked with identifying ways to reduce regulatory, physical and environmental constraints to the production of housing, and identifying a sufficient amount of developable land that can accommodate the City's assigned regional housing growth needs (RHNA). Early and ongoing education and outreach with the City's decision-makers and local community will be critical to the success of the program, both to obtain input and ally concerns, and to identify solutions. For purposes of budgeting, staff has included the following outreach in the scope, with additional meetings to be billed on a time-and-materials basis.

- On-line housing needs site survey
- Public study sessions before the Planning Commission and City Council (3)
- Community-wide workshop (1)
- Public hearings before the Planning Commission and City Council (2)

In order to solicit input from a broad cross-section of Agoura Hills residents, KWA will develop an on-line **housing needs survey**, including questions on preferred housing sites. The survey will serve the dual purpose of providing background information on the Housing Element process to the general public, as well as advertise future community workshops and study sessions. The survey will be posted on the City's website using SurveyMonkey, and hard copies will be made available and distributed at public facilities including, but not limited to, City Hall and Agoura Hills Recreation and Event Center, and distributed at community events.

Public study sessions before the Planning Commission and City Council provide an opportunity for policy-direction early in the process prior to finalization of the draft Housing Element. Staff suggests conducting an initial study session with the Planning Commission regarding the City's RHNA released by SCAG. The study session would focus on education, establishing the context of the Housing Element, RHNA/site requirements, and consequences of non-compliance. With this background, KWA will facilitate a discussion of potential Housing Element sites and strategies to address RHNA. The goal of this study session will be to develop direction on a Housing Element sites strategy, including potential new housing sites to address the RHNA along with a sufficient sites buffer.

Following the community workshop (described below), an additional study session would be conducted before the Planning Commission and City Council to share the community direction on housing sites, and to finalize the sites strategy to include in the Housing Element.

A **Community Workshop** will be conducted, geared towards presenting information in non-technical terms understandable to the general public. The workshop will begin by emphasizing education, including the City's housing needs, current programs, and a discussion of the RHNA and existing sites and shortfalls. A series of maps and photos of

potential housing element sites will be presented, and staff and KWA will facilitate group discussions on the merits of each site, and conduct an exercise for attendees to identify a package of housing sites which adequately address Agoura Hills's assigned RHNA.

At the conclusion of the workshop, KWA will prepare a summary report of community comments and recommendations for presentation in study sessions before the Planning Commission and City Council.

Upon completion of HCD's review, **public hearings** will be conducted before the Planning Commission and City Council on the Housing Element. KWA will assist staff in presenting the Housing Element, and as necessary, discuss any outstanding policy issues and work with the City's decision-makers toward resolution.

CEQA Compliance

Staff will seek proposals for preparation of a Master Environmental Impact Report that will encompass the Housing Element update, as well as minor amendments to the General Plan Land Use Element, Circulation Element, and Safety Element. The approved consultant will contract directly with the City for these services with a separate scope of work and budget for this effort. The project schedule included in the Housing Element update scope of work incorporates preparation of the Master EIR as well as the amendments to the Land Use, Circulation, and Safety Elements.

Project Deliverables

The following products are included with KWA's scope of services for the 2021-2029 Housing Element. All products and PowerPoint presentations will be provided to the City electronically, along with a reproducible hard copy for making additional copies.

Community Outreach Program

- On-line Survey of Housing Needs and Sites, and Survey Report
- Community Workshop Materials
- Summary Report of Community Recommendations
- Planning Commission/City Council Study Session materials
- Planning Commission/City Council Public Hearing materials

Housing Element

- Screencheck Draft Housing Element for staff review (4 copies plus 1 reproducible)
- Revised screencheck Draft Housing Element for Planning Commission/City Council (1 reproducible)
- Public/HCD Review Draft Housing Element (4 copies plus 1 reproducible)
- Memo identifying changes to Draft Element in response to HCD (as necessary)
- Public hearing Draft Housing Element (5 copies, plus 1 reproducible)
- Final approved Housing Element (5 copies, plus 1 reproducible)

PROJECT SCHEDULE

The following presents a general project schedule for the Agoura Hills Housing Element, subject to refinement based on further discussions with staff. The schedule integrates the separate scope of services for preparation of the Master EIR as well as the amendments to the Land Use, Circulation, and Safety Elements. The proposed schedule provides for the Housing Element adoption in August 2021, prior to the October 2021 deadline.

<u>Tasks</u>	<u>Dates</u>
1. Project Kick-off	June 2020
2. Update Existing Sites Inventory (per AB 1397, building permits issued, entitled projects)	June 2020
3. Identification of potential additional sites	July 2020
4. Public Outreach and vetting of sites <ul style="list-style-type: none">- On-Line Community Survey- Planning Commission Study Session- Community Workshop (1)- Planning Commission/City Council Study Session	August-November 2020
5. Screen Draft Housing Element	January 2021
6. Public Review Draft Housing Element HCD 60-day review of Draft Housing Element	March-April 2021
7. Screen Draft/Draft Land Use, Circulation, and Safety Elements	March 2021
8. CEQA <ul style="list-style-type: none">- Screen Draft Master EIR- Public Review Draft EIR- Final EIR	April 2021 May 2021 July 2021
9. Public Hearings Draft Housing Element (Planning Commission and City Council)	July – August 2021
10. Submittal of Adopted Element to HCD	September 2021

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Staff Person	<u>Warner</u>	<u>Mendez</u>	<u>Graphics</u>	<u>TOTAL</u>
Hourly Rate	\$165	\$100	\$95	
	<u># hours</u>	<u># hours</u>	<u># hours</u>	
Element Introduction	4			\$660
Review of Existing Housing Element	12	8		\$2,780
Housing Needs Assessment/RHNA	40	80	16	\$16,120
Site Availability	60		24	\$12,180
Potential Housing Constraints	24	40		\$7,960
Housing Resources	8	12		\$2,520
Housing Plan	40	40		\$10,600
Draft Housing Element/HCD Review	50	24	6	\$11,220
Final Housing Element/Submittal to HCD	16	4	4	\$3,420
Public Participation				
<i>Housing Needs Survey</i>	24	40	4	\$8,340
<i>Council/ Commission Study Sessions (3)</i>	24	12	12	\$6,300
<i>Community Workshop (1)</i>	16	8	10	\$4,390
<i>Council/Commission Public Hearings(2)</i>	16	8	4	\$3,820
Subtotal	334	276	80	\$90,310
<u>Direct Costs</u>				
Reproduction/Mileage/Miscellaneous				\$1,200
CoreLogic Purchase				\$250
CoStar Purchase (est.)				\$250
TOTAL				\$92,010

STANDARD HOURLY FEE SCHEDULE

Project Manager – Karen Warner	\$165 / hr.
Associate – Lorraine Mendez	\$100 / hr.
Graphics	\$95 / hr.