AGREEMENT FOR CONSULTING SERVICES WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:

Karen Warner Associates

RESPONSIBLE PRINCIPAL OF CONSULTANT:

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 Attention: Greg Ramirez

COMMENCEMENT DATE:

March 29, 2007

TERMINATION DATE:

June 30, 2008

CONSIDERATION:

Not to exceed \$48,230

AGREEMENT FOR CONSULTING SERVICES WITH THE CITY OF AGOURA HILLS

THIS AGREEMENT is made as of the Commencement Date set forth above, by and between the City of Agoura Hills (hereinafter called "CITY"), and Karen Warner Associates (hereinafter called "CONSULTANT").

RECITALS

- A. CITY desires to have certain professional services provided (the "services") as set forth in Exhibit A attached hereto and incorporated herein.
- B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

- Section 1. CONSULTANT's Services. CONSULTANT shall perform the services as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of CITY.
- <u>Section 2</u>. <u>Time of Performance</u>. CONSULTANT shall perform the services on or by the Termination Date set forth above, unless a later date is agreed to in writing by CITY.
- Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services the Consideration set forth above. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit A attached hereto and incorporated herein.
- Section 4. Independent Contractor. CONSULTANT will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute CONSULTANT as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and CONSULTANT.
- Section 5. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of the other party.
- Section 6. CONSULTANT: Responsible Principal. The Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and

CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without the prior written consent of CITY.

Section 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. CONSULTANT may associate with or employ associates or subconsultants in the performance of its services under this Agreement, but at all times shall be responsible for their services.

<u>Section 8</u>. <u>Interests of CONSULTANT</u>. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 9. Insurance.

- (a) CONSULTANT shall submit to CITY certificates and endorsements indicating compliance with the following minimum insurance requirements not less than five working days prior to the beginning of performance under this Agreement.
- (i) Comprehensive general liability insurance protecting CONSULTANT in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of any one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000; or such other limits as are agreed to in writing by CITY.
- (ii) Automobile insurance in at least the minimum amounts required by state law for any automobile used for business purposes with the City.
- (iii) Errors and omissions liability insurance in an amount not less than \$1,000,000.00 per occurrence or such other limits as are agreed to in writing by CITY.

Such policies of insurance shall cover the operations of CONSULTANT pursuant to the terms of this Agreement; shall name and list CITY, its officers, agents, volunteers, employees, and attorneys as additional insureds (except on errors and omissions insurance); shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the City; shall be placed with a current A. M. Best's rating of no less than A VII; shall be primary as respects CITY's officers, agents, volunteers, employees and attorneys; shall provide that coverage shall not be suspended, voided, cancelled or reduced in coverage or limits except after thirty (30) days notice by certified mail has been given to CITY; and shall include a severability clause.

- (b) CONSULTANT shall not commence the performance of the services until the above insurance has been obtained and certificate(s) of insurance evidencing all of the coverages required and additional insured endorsement(s) have been filed with and approved by CITY. Procurement of insurance by CONSULTANT shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's duties to indemnify, hold harmless, and defend under this Agreement.
- (c) CONSULTANT shall require all its subcontractors, including each person or entity responsible for the provision of services hereunder to be covered by similar insurance.
- (d) Any self insured retainers or deductibles shall be subject to CITY approval.

Section 10. Indemnification. The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CITY against damages, liabilities and costs arising from the negligent acts of the CONSULTANT in the performance of professional services under this Agreement, to the extent that the CONSULTANT is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the CONSULTANT and the CITY. The CONSULTANT shall not be obligated to indemnify the CITY for the CITY'S own negligence.

<u>Section 11</u>. <u>Termination</u>. CITY may terminate this Agreement with or without cause upon five days' written notice to CONSULTANT without further action by CITY; provided, however, that, if said termination is without cause, CITY shall pay for services satisfactorily completed before the termination.

Section 12. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

<u>Section 13</u>. <u>Entire Agreement</u>. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

EXECUTED the day and year first above stated.

	By Dan Kuperberg, Mayor
Attest:	
Kimberly M. Rodrigues, City Clerk	
	CONSULTANT
	By Kaun Warner Name/Title Karen Warner, Principal
Approved as to Form	ramo, na syptich voletver, 1 11, 12 upos

CITY OF AGOURA HILLS

Craig A. Steele, City Attorney

Proposal for

CITY OF AGOURA HILLS 2008-2014 Housing Element

February 14, 2007

KAREN WARNER ASSOCIATES **Housing Policy Consultants** 882 N. Holliston Avenue

Pasadena, California 91104 (626) 791-5596

kwarnerassoc@yahoo.com



CITY OF AGOURA HILLS HOUSING ELEMENT PROPOSAL

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UNDERSTANDING THE PROJECT

Based on discussions with staff, we understand the City is interested in consultant assistance in updating its 2001 Housing Element for the 2008-2014 period.

Since adoption of its current Housing Element, Agoura Hills has generated significant revenues from both the inclusionary housing in-lieu fee and redevelopment housing fund resources. An important goal of the Element update will be to develop a strategic approach for expenditure of these funds consistent with the community's identified housing needs and policy priorities. While Agoura Hills' RHNA targets for 109 new units are well within the City's land use capacity, achievement of the 66 lower and moderate income units will necessitate some level of public subsidy. KWA will work with staff and the City's decision-makers to evaluate various program options for fulfillment of the RHNA.

A key objective of Agoura Hills' Housing Element update is to maintain State HCD compliance. State approval provides the City access to a variety of State housing funds, and provides added legal protection to the General Plan. KWA offers unparalleled experience in developing housing elements that are both acceptable to the State, and endorsed by the community and its decision-makers.

Finally, it is of critical importance to ensure consistency between the Housing Element and Redevelopment Agency housing activities. California Redevelopment law requires Agency housing expenditures be made in proportion to the needs identified in the Housing Element including income targeting and expenditures on senior citizens. We understand RSG is currently working with the City in implementing redevelopment agency housing requirements. KWA will coordinate with RSG and the City to develop the required linkages between Agency housing activities and the housing element.

SCOPE OF WORK

Prior to initiating work on the Housing Element, KWA will review the City's existing housing plans and documents to develop a focused list of data needs. KWA will then meet with City staff to collect available data, and pursue outside data as necessary. KWA will be responsible for all data compilation and will rely on staff only for 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 public study sessions, and in review of draft documents.

1. CONTENT OF HOUSING ELEMENT

One of the objectives in updating Agoura Hills Housing Element is to evaluate current housing needs and market conditions, constraints and resources, and to assess the effectiveness of the City's current housing programs in addressing these housing issues. The following section describes the Element's major components, and how these components build upon one another to establish a comprehensive housing strategy for the City.

a. 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 with the balance of the General Plan; and describes the public participation process.

b. Progress Report

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 2001 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 2000-2006 planning period, and a comparison of both market rate and assisted housing production with the City's identified regional housing growth needs.

c. Housing Needs Assessment

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

Population and Household Characteristics. Data sources including the 2000 Census, School District, SCAG, State Department of Finance, 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.
- ✓ Household characteristics including household type and tenure, household 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 including seniors, large families, disabled, single-parent households, homeless. Analysis of the 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 the General Plan Current Market Trends Report, 2000 Census, newspaper and internet rent surveys, and DataQuick. 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, type of unit, location, age, time on market).
- ✓ Rental housing market analysis including analysis of City rents by unit type.
- ✓ Affordability analysis of City's owner and rental housing to very low,

✓ 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 (2008-2018). As of the 2001 Housing Element, Agoura Hills had one subsidized rental project - Oakridge Apartments.

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.

d. Site Availability

This section of the Element provides an inventory of vacant and underutilized parcels within the City available for residential and mixed-use development during the 2008-2014 planning period.

Subsequent to adoption of the 2001 Housing Element, the City adopted the Agoura Village Specific Plan, providing expanded opportunities for residential development within a mixed use setting. In addition, the 2006 General Plan Land Use Element Background Report identifies a limited number of vacant residential sites. KWA will coordinate with staff and the General Plan consultant in development of a parcel-specific residential sites inventory, as now required under Housing Element law.

e. Potential Housing Constraints

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; zoning provisions for a variety of housing types; 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.

f. Housing Resources

Agoura Hills has access to a variety of funding sources available for affordable housing activities. These include programs from local, County, State, federal, and private funding resources. This chapter of the Element will provide an inventory of these funding sources, and describe the general parameters for their use. As now required under Housing Element statutes, information on the amount of available Agency redevelopment set-aside funds, as well as income and age targeting requirements for these funds (pursuant to AB 637) will be included.

g. Housing Plan

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. 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).

h. Draft Housing Element/HCD Review

All the prior tasks will be integrated into a comprehensive draft Housing Element for staff review. KWA will meet with staff to review comments on the initial draft document, and will make revisions as necessary. Upon completion of a public study session before the City's decision-makers on the draft Element, a final round of revisions will be completed. A public review draft Element will be prepared for submittal to the State to initiate their 60-day review period.

During the State's review of the draft Element, KWA will schedule a conference call with the assigned HCD reviewer along with City staff to discuss any potential concerns the State may have with the Element. KWA will coordinate with staff to develop any necessary revisions to the Element, and submit these amendments to HCD within the initial 60 day review. Through this process, we are frequently able to obtain a letter of HCD compliance on the draft Housing

Element. To the extent 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 at the public hearings.

2. Public Meetings

We anticipate public involvement in the update to the Housing Element to primarily take the form of public hearings before the Planning Commission and City Council. KWA will also coordinate with and support RSG in their analysis and presentation of redevelopment-funded housing program options to the City Council.

To the extent HCD's review letter on the City's draft Housing Element identifies policy changes necessary to achieve statutory compliance, KWA will draft a memo identifying options and recommendations. 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. Should the City have certain policies they are unwilling to change to achieve HCD approval, KWA can assist the City in preparing written findings to be included in the resolution of adoption.

3. CEQA COMPLIANCE

The City has several options for environmental clearance on the Housing Element, with a Negative Declaration most commonly prepared for CEQA clearance. However, should significant land use changes be proposed in Agoura Hills, a mitigated Negative Declaration or EIR would be necessary.

For purposes of budgeting, we have included the cost for preparation of a Negative Declaration, with a new scope of services and cost estimate to be prepared if, upon completion of the Draft Housing Element, a determination is made to prepare an MND or EIR.

The scope for preparation of the Negative Declaration is as follows. KWA will begin by reviewing baseline environmental documents to gain an understanding of local environmental issues. We will then prepare a draft Initial Study/Negative Declaration including a thorough explanation of findings for all impact categories. We will prepare the Notice of Availability and Notice of Determination, and will develop a distribution list with input by City staff. While the project budget assumes the City will maintain responsibility for posting, distribution, and publication requirements, KWA can provide these services as appropriate.

4 PROJECT DELIVERABLES

The following products are included within our scope of services. All final products and PowerPoint presentations will be provided to the City on computer disk/CD.

Public Meetings

- ✓ Planning Commission/City Council Public Hearing Materials (30 copies)
- ✓ Support to RSG in City Council meetings

Housing Element

- ✓ Screencheck Draft Housing Element (3 copies)
- ✓ PC/CC Draft Housing Element (15 copies)
- ✓ HCD Review Draft Housing Element (5 copies, plus one reproducible).
- ✓ Memo identifying changes to Draft Element in response to HCD (as necessary)
- √ Final approved Housing Element (5 copies, plus one reproducible)

CEQA Documentation

- ✓ Screencheck Initial Study/Negative Declaration (3 copies)
- ✓ Public Review Draft Initial Study/Negative Declaration (5 copies, plus one reproducible).

PROJECT REFERENCES

The following professionals can provide the City with references for housing consulting services provided by Karen Warner Associates.

1. Duane Solomon

Housing Manager (former)

City of Burbank

(currently independent consultant)

(909) 240-2390

Maribel Frausto

Senior Project Manager

City of Burbank (818) 238-5180

Projects: 2000-2005 Burbank Housing Element Assistance*

2001, 2003, 2005, 2006 Housing Profile/Market Study

2003-2008 Consolidated Plan

2004-2009 Redevelopment and Housing Implementation Plan

2006 Inclusionary Housing Ordinance

2. Henry Gray

Director of Community Development City of Huntington Park

(323) 584-6300

Projects: 2000-2005 Huntington Park Housing Element*

2005-2010 Consolidated Plan

2005-2010 Redevelopment/Housing Implementation Plan

Analysis of Impediments to Fair Housing Choice

CDBG/HOME Administrative Services

3. Tom Bartlett

City Planner

City of Calabasas

(818) 878-4225

Projects: 2000-2005 Calabasas Housing Element*

2004 City Council White Paper on Inclusionary Housing Trust Fund 2005 Community Educational Workshop on Affordable Housing

2006 Inclusionary Housing In-Lieu Fee Update

4. Kurt Christiansen

Planning Director (former)

City of Sierra Madre

(Currently Community Development Director in Yorba Linda)

(714) 961-7130

Projects: 2002 Sierra Madre Housing Element Update

2004 Density Bonus Ordinance, Other Zoning Code Amendments

5. Vince Bertoni
Planning Manager (former)
City of Santa Clarita
(currently City Planner in Beverly Hills)
(310) 285-1123

Kai Luoma Senior Planner City of Santa Clarita (661) 255-4330

Ellie Tolentino

(562) 570-6926

City of Long Beach

Housing Operations Officer

Projects: 2003 Santa Clarita Housing Element Update

2004Analysis of Impediments to Fair Housing Choice

6. Beth Stochl
Housing Services Bureau Manager (former)
City of Long Beach

(currently in Los Angeles) (866) 557-7368

Projects: 2000-2005 Long Beach Housing Element*

2004-2009 Housing Action Plan 2005-2010 Consolidated Plan

2006 Condominium Conversion Nexus Study

^{*}Note: Project completed by Karen Warner while at Cotton/Bridges/Associates prior to formation of KWA in 2002.

PROJECT SCHEDULE

The following presents the proposed project schedule for the Agoura Hills Housing Element. 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	April 2007
2.	RHNA Process SCAG Draft RHNA Trade and Transfer SCAG Adoption of Final RHNA	February 2007 February - July 2007 July 5, 2007
3.	Residential Sites Analysis	July 2007
4.	Screen Draft/Final Screen Draft Housing Element Public Review Draft Element HCD 60 day review of Draft Element	October 2007 December 2007 Dec -Jan 2008
5.	CEQA Determine Scope Negative Declaration/ 21 day circulation Response to Comments Final CEQA	November 2007 Dec - Jan 2008 January 2008 January 2008
6.	Planning Commission/City Council Public Hearings Submittal of Adopted Element to HCD	Jan – March 2008 March 2008

PROJECT BUDGET

The budget on the following page is our best estimate of the time and costs required to complete the Scope of Services outlined in our proposal for the Agoura Hills 2008-2014 Housing Element Update. Costs are identified by individual staff members by indicating number of hours for each phase of the work program multiplied by hourly billing rates.

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 review of the RHNA, preparation of the sites inventory, development of Housing Element strategies, preparation for the public study sessions and hearings, and in review of draft documents.

The costs for CEQA compliance are based upon preparation of a Negative Declaration. Should a Mitigated Negative Declaration or an EIR be required, or a Finding of Conformity with a Prior Environmental document, a separate scope of work and cost estimate would be prepared. KWA will maintain responsibility for preparing the Notice of Availability and Notice of Determination, with staff responsible for all posting, distribution and publication requirements.

PROJECT BUDGET

						Word	
		Staff Person	Warner	Mendez	Graphics	Processing	TOTAL
		Hourly Rate	\$125	\$65	\$40	\$30	
			# hours	# hours	# hours	# hours	
~	Community Outreach						
1 9	Staff Meetings/Study Sessions	ssions	18	4	9		\$2,750
1b	Public Hearings		∞				\$1,000
8	Housing Element						
2a	Introduction		4				\$200
2p	Progress Report		16	80			\$2,520
2c	Needs Assessment		40	75	4		\$10,035
2d	Site Availability		24	12	4		\$3,940
2e	Constraints		20	80			\$3,020
2 ŧ	Resources		80				\$1,000
2 g	Housing Plan		32				\$4,000
2h	Draft Housing Element/		75	40	16	32	\$13,575
	HCD Review						
က	CEQA Compliance (Neg Dec)	g Dec)	12	32	80	ω	\$4,140
4	Product Deliverables						
	Public Meeting Materials -30 copies @ \$2/each	3-30 copies @ \$2/e	ach				\$60
	Housing Element - 30 copies @ \$20/each	opies @ \$20/each					\$600
	Negative Declaration - 9 copies @ \$10/each	copies @ \$10/each	<u>ر</u>				06 \$
	DataQuik Purchase						\$250
	Mileage/Postage/Miscellaneous	laneous					\$750
	TOTAL		257	179	38	40	\$48,230