

### **AGENDA**

# Adjourned Meeting of the Bradbury City Council To be held on Monday, March 1, 2021 at the Bradbury Civic Center 600 Winston Avenue, Bradbury, CA 91008

### 6:00 PM

Pursuant to Governor Newsom's Executive Order N-25-20, the City is allowing Council Members, Staff and the public to participate in this City Council meeting by means of a Zoom video or telephone call. You will be able to hear the entire proceedings (other than the Closed Session) and to speak during Public Comment, Public Hearing, and other authorized times. Members of the public must maintain silence and mute their microphones and telephones except during those times. The Zoom information is: https://us02web.zoom.us/j/89757000393, One tap mobile +16699009128,,89757000393# or dial 1-669-900-9128 and enter code 897 5700 0393#.

### CALL TO ORDER/ROLL CALL

Mayor Lewis, Mayor Pro-Tem Bruny, Councilmembers Lathrop, Barakat, and Hale

### **PUBLIC COMMENT**

### **ACTION ITEM**

1. Approval of services with Veronica Tam and Associates, Inc. for Completion of Bradbury's 6<sup>th</sup> Cycle Housing Element

Staff solicited proposals from qualified consultants for Bradbury's Housing Element Update, and Veronica Tam and Associates, Inc. submitted a proposal for \$71,460. It is recommended that the City Council approve the proposal from Veronica Tam and Associates, Inc. for \$71,460 and approve the contract between the City and Veronica Tam and Associates, Inc. for such services. It is also recommended that the City Council amend the 2020-2021 budget to include an additional appropriation for \$71,460 to account 101-20-7245 to cover the costs.

### **CLOSED SESSION**

### CALL TO ORDER/ROLL CALL

PUBLIC COMMENT - REGARDING CLOSED SESSIONS ONLY

### RECESS TO CLOSED SESSIONS REGARDING:

A. Pending Litigation Pending Litigation pursuant to Government Code Section 54956.9 (d)(4) (Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation.

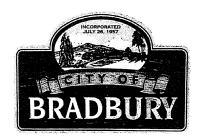
(2 potential cases).

### **ADJOURNMENT**

The City Council will adjourn to a Regular Meeting at the Bradbury Civic Center, 600 Winston Avenue, Bradbury, CA 91008 on Tuesday, March 16, 2021 at 7:00 p.m.

"I, Claudia Saldana, City Clerk, hereby certify that I caused this agenda to be posted at the Bradbury City Hall entrance gate on Friday, February 26, 2021 at 5:00 p.m."

CITY CLERK - CITY OF BRADBURY



Monte Lewis, Mayor (District 2) Elizabeth Bruny, Mayor Pro-Tem (District 5) Richard Hale, Council Member (District 1) Richard Barakat, Council Member (District 3) Bruce Lathrop, Council Member (District 4)

### City of Bradbury Agenda Memo

TO: Honorable Mayor and Members of the City Council

FROM: Kevin Kearney, City Manager

DATE: March 1, 2021

SUBJECT: APPROVAL OF SERVICES WITH VERONICA TAM AND

ASSOCIATES, INC. FOR COMPLETION OF BRADBURY'S 6TH

**CYCLE HOUSING ELEMENT** 

ATTACHMENT(s): 1. Veronica Tam and Associates, Inc. Proposal for Housing

Element Update

2. City of Bradbury: Professional Services Agreement with

Veronica Tam and Associates, Inc.

### **SUMMARY**

The City underwent two (2) Request for Proposals (RFP) in 2020 for the City's Housing Element update. The first RFP resulted in zero bids. Staff released a second RFP, and it resulted in a bid from Kimley-Horn for \$194,150. During the December meeting, the City Council felt the bid was too high for the scope of work and rejected the bid. The City Council then directed Staff to seek any competent professional to perform the necessary services to timely adopt the Housing Element. The Staff secured a bid initially from JHD Planning, LLC, but the consultant decided to not pursue work with the City due to disagreements with the City's contract. Staff has secured an additional bid from Veronica Tam and Associates, Inc. in the amount of \$71,460.

It is recommended that the City Council approve the proposal from Veronica Tam and Associates, Inc. for \$71,460 and approve the contract between the City and Veronica Tam and Associates, Inc. for such services. It is also recommended that the City Council amend the 2020-2021 budget to include an additional appropriation of \$71,460 to account 101-20-7245.

### **ANALYSIS**

The implementation of SB 375 (2007) requires that the City's next Housing Element (HE) be certified by the State no later than October 15, 2021 for the 2021-2029 planning

FOR CITY COUNCIL AGENDA	AGENDA ITEM #
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cycle with subsequent certification by the State Department of Housing and Community Development. Per Government Code Sections 65302 et seq., local jurisdictions must update the Safety Element related to fire hazards and climate adoption and resiliency strategies upon this revision of the HE. Cities who have met past deadlines for HE updates are afforded the reward of only having to undergo an update once every eight (8) years. Those cities who have not previously submitted on-time are required to complete mid-term updates, which means cities have to undergo HE submissions every four (4) years. A city on the mid-term cycle must complete two (2) different submissions on-time before they are awarded the opportunity to be placed on the eight (8) year cycle. Bradbury's recent mid-year update was late, so the City is currently on the four (4) year cycle.

On October 5, 2020, the City released a Request for Proposal (RFP) for the preparation of the 2021-2029 HE update. The submission deadline for the RFP was on October 27, 2020. Staff sent the RFP to over thirteen (13) different vendors and placed it on the City's website but zero responses were received. Through a follow up with a few of the consultants, City Staff learned that many of the housing consultants have already contracted with cities and had little time left for Bradbury. Additionally, Staff was told that the template contract affixed to the RFP may have deterred submissions from consultants. In response, Staff altered the template contract and released a second RFP on November 9, 2020 with a deadline for November 27, 2020. The second RFP was sent to the original vendors from the first RFP. Staff had heard from a vendor that the deadline was too close to Thanksgiving, so Staff released an addendum while the second RFP was still active to extend the deadline to November 30, 2020 with any printed supporting documentation to be received by December 4, 2020. As part of the second RFP and addendum, the City received one (1) bid from Kimley-Horn for a cost of \$194,150. Kimley-Horn's proposal expected completion and submission to the State by the October 15, 2021 deadline, but the City Council rejected the bid during their December 2020 meeting since the bid seemed high when compared to smaller cities in the region, such as Palos Verdes Estates (\$84,000), La Palma (\$70,053), and Hermosa Beach (\$93,320).

Rejection of the bid by the City Council was based on the Bradbury Municipal Code (BMC) Section 2.07.260, which states the following:

Where the amount, or value involved, is over \$7,500.00, the purchase, or disposal, shall be made by the City Council through competitive bid, upon notice as hereafter required by this chapter. The City Council may elect to make any purchase in any amount and waive the requirements of notice and competitive bids (except as the laws of the State otherwise require) in the following cases:

(1) By affirmation vote of three City Councilmembers upon a determination that notice and competitive bids would not be likely to result in a lower price to the City from a responsible bidder, or would cause

unnecessary expense or delay under the circumstances; (2) By majority vote of City Councilmembers present at a City Council meeting determining that a purchase may be made through a governmental entity, as provided in this chapter, and that notice and competitive bids would not be likely to result in a lower price to the City from a responsible bidder, or would cause unnecessary expense or delay under the circumstances;(3)By majority vote of those present at a City Council meeting upon a determination that the immediate preservation of the public peace, health or safety requires said purchase be made without competitive bids upon notice;(4)By majority vote of those present at a City Council meeting upon a determination that there is only one source for the required supply or service based on a review of available sources by the Purchasing Officer and written recommendation therefor.

(Prior Code, § 2710)

Pursuant to BMC Section 2.07.260(1), the City Council elected to bypass competitive bidding since going out to bid again would cause unnecessary expense and delay, especially since the City had already undergone two (2) separate RFPs to secure an HE consultant. The City Council felt that there would be greater success in both price and time if Staff could work toward locating a competent professional.

After the December 2020 meeting, Staff spoke with multiple consultants in an attempt to secure proposals. Ultimately, JHD Planning, LLC submitted a proposal to the City for \$63,000, and the City Council approved the proposal and contract to move forward with such services. Shortly thereafter, JHD Planning, LLC notified the City that there was no longer a desire to work with the City due to differences with the City's contract. Staff then contacted consultants and was able to secure a proposal from Veronica Tam and Associates, Inc. for \$71,460. Costs include a preliminary HE evaluation, HE preparation, an update to the City's Safety Element, conducting CEQA compliance, public meeting facilitation, and project administration.

Staff feels that Veronica Tam and Associates, Inc. is qualified to perform such services, as they prepared 60 Housing Element updates during the fifth cycle for jurisdictions throughout the State of California.

### STAFF RECOMMENDATION

It is recommended that the City Council approve the proposal from Veronica Tam and Associates, Inc. for \$71,460 and approve the contract between the City and Veronica Tam and Associates, Inc. for such services. It is also recommended that the City Council amend the 2020-2021 budget to include an additional appropriation of \$71,460 to account 101-20-7245.

## **ATTACHMENT # 1**

# City of Bradbury Housing Element Update Services

Veronica Tam and Associates, Inc. 107 S. Fair Oaks Avenue, Suite 212 Pasadena, CA 91105 (626) 304-0440



February 19, 2021

Jim Kasama, City Planner City of Bradbury 600 Winston Avenue Bradbury, CA 91008

Subject: Proposal for the City of Bradbury Housing Element Update Services

Dear Mr. Kasama:

Veronica Tam and Associates, Inc. (VTA) is pleased to submit this proposal to assist the City of Bradbury with the 6<sup>th</sup> cycle Housing Element Update. We have included EcoTierra Consulting to provide assistance with CEQA compliance.

VTA is a recognized consulting firm with a strong focus on housing planning and community development. We have substantial experience in assisting jurisdictions in preparing the Housing Element updates. For the 5<sup>th</sup> cycle Housing Element update cycle, we successfully completed close to 60 Housing Elements for jurisdictions throughout the State. We are currently assisting communities throughout the SCAG and San Diego regions with the 6<sup>th</sup> cycle update.

We believe we are well-qualified to assist the City of Bradbury and look forward to discussing our proposal with you. Per our discussions, the City has a very late start. While we will do our due diligence to complete the Bradbury Housing Element update in an expeditious manner, we cannot commit to completing the update by the Statutory deadline of October 15, 2021.

Please contact me if you have questions or need additional information. I can be reached at <u>veronica.tam@vtaplanning.com</u> or (626) 304-0440x1.

Respectfully

Veronica Tam, AICI

Principal





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### Scope of Work and Approach

### **Understanding of Project**

The Bradbury 2013-2021 Housing Element was adopted in 2015, passed the statutory deadline for the 5<sup>th</sup> cycle update, and obligating the City to prepare a midterm update by October 15, 2017. The City's midterm Housing Element was adopted in 2019, also passed the deadline. Therefore, the City of Bradbury is not eligible for the eight-year Housing Element or the 120-day grace period for the 6<sup>th</sup> cycle update. The City would not be eligible to re-align with the rest of the region for an eight-year update until the 7<sup>th</sup> cycle (2029-2037), provided that the City completes the first four-year update on time in 2033 and the second four-year update on time in 2037.

Given the City's late start, Veronica Tam and Associates, Inc. (VTA) cannot commit to completing the Bradbury Housing Element update by October 15, 2021. Instead, we propose to complete the Housing Element by the end of 2021, a more realistic timeline given the required process.

### Task 1 - Project Administration

### Task 1.1 - Kick-off Meeting

VTA will attend a kick-off meeting with City staff to discuss project expectations regarding coordination and schedule.

### Task 1.2 - Project Management

We will update the City on progress with the Housing Element via emails, phone, or teleconferences on an as-needed basis.

### Task 2 - Housing Element Assessment

### Task 2.1 - Evaluation of the 2013-2021 Housing Element

As an initial task to the Housing Element update, we will review and evaluate the City's progress in implementing the 2013-2021 Housing Element (and 2019 Midterm Update) and recommend changes in programs and objectives needed.

### Task 2.2 - Needs Analysis

The Housing Needs Assessment will contain the following topics to satisfy Government Code Section 65583(a) requirements:

- Demographics, income, and employment trends;
- Household characteristics:
- Housing stock characteristics;
- At-risk housing analysis; analysis of special housing needs; and
- Affirmatively furthering fair housing analysis.





Most recently, HCD released a Technical Memo for AB 686 (Affirmatively Furthering Fair Housing). VTA will consult this memo and HCD staff to ensure this new requirement is adequately addressed in the Housing Element update.

### Task 2.3 - Sites Analysis

The City's allocation is estimated at 41 units, a significant number for Bradbury. This Housing Element update would require dedicate efforts to identify sites with near-term potential, taking into considerations the adequate sites requirements under new Housing Element laws (SB 166, AB 1397, etc.). We understand that staff have already identify areas for rezoning.

Our scope does not include preparing or processing the rezoning necessary to meet the RHNA. Our scope assumes the rezoning will occur after the adoption of the Housing Element.

### Task 2.4 - Housing Constraints and Opportunities

We will identify potential governmental and non-governmental constraints to housing production, including environmental and infrastructural constraints. This analysis must contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in Bradbury. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints. New Housing Element laws require the assessment of non-governmental constraints, including NIMBYism, lending practices, shortage of labor, and other economic factors.

In addition to the sites inventory, we will also discuss other resources such as funding available and partnership opportunities, as well as opportunities for energy conservation.

### Task 2.5 - Implementation Program

Based upon the analyses and research conducted in the previous tasks, we will update the Housing Element. For each program included in the Housing Element, we will establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c). Several new programs are mandated:

- Program to incentivize Accessory Dwelling Units
- Program to address impediments to fair housing
- By-right approval of housing projects on rezoned properties if 20 percent of the units are set aside for lower income households

### Task 3 - Community Engagement and Public Hearings

### Task 3.1 - Community Outreach

Housing Element law requires outreach to low and moderate income and special needs populations during the development of the Draft Element. In light of the current COVID-19 situation, in-person community meetings would be infeasible. All meetings in this proposal are intended as virtual meetings.

Stakeholders/Community Virtual Workshop (1): We will one stakeholders and/or community workshop on the Housing Element. We will work with staff to determine the appropriate format of these meetings. We will invite agencies and organizations that



serve the low and moderate income population and those with special housing needs, as well as housing developers active in San Gabriel region.

- Planning Commission and City Council Presentations (2): We will introduce the Housing Element update before the Planning Commission and City Council. We will discuss with the PC and CC the Housing Element requirements and City staff's strategy for meeting the RHNA.
- Planning Commission Review of Draft Housing Element prior to HCD Review (1): We typically recommend providing the public and the Planning Commission an opportunity to comment on the Draft Housing Element prior to initiating HCD review.

### Task 4 - Facilitation of Review and Approval of Housing Element Amendment

### Task 4.1 - Staff Review of Draft Housing Element

With the analyses conducted in the previous tasks, we will comprehensively update the City's 2019 Housing Element for the 2021-2029 cycle. A Screendraft Housing Element will be prepared for staff review.

### Deliverable(s):

Screendraft Housing Element (electronic copy)

### Task 4.2 - Public Review Draft Housing Element

We will revise the Screendraft Housing Element, responding to staff comments to formulate the Public Review Draft. We recommend presenting this Draft Housing Element to the Planning Commission prior to submitting for HCD review (see Task 3.1). We will revise the Public Review Draft Housing Element to reflect any changes desired by the Planning Commission and respond to public comments.

### Deliverable(s):

Public Review Draft Housing Element (electronic copy)

### Task 4.3 - HCD Submittal and Review

HCD review of the Draft Housing Element is mandatory. During the review, we would work to address all HCD comments. We would communicate with HCD and facilitate review of the revisions via revised pages. All revisions made to the Draft Housing Element would be shown as tracked changes. The goal is to secure a Finding of Substantial Compliance on the Draft Element before proceeding to adoption. This way, final certification would be contingent upon adopting the Housing Element as revised and reviewed by HCD, and the City would avoid adopting a Housing Element that does not completely meet HCD requirements and needing to repeat the review and adoption process again.

### Deliverable(s):

HCD Review Draft Housing Element (electronic copy and one hard copy)

### Task 4.4 - Adoption Public Hearings (2)

Upon completion of HCD review, VTA will conduct two public hearings before the Planning Commission and City Council for the adoption of the Housing Element.



### Deliverables:

PowerPoint presentation (electronic copy)

### Task 4.5 - Final Housing Element and State Certification

After the Planning Commission and City Council adoption hearings, we will package a Final Adopted Housing Element, along with the signed resolution, and send to HCD for its final 90-day review. We will follow through with assisting the City in achieving State certification of the Housing Element.

### Deliverable(s):

Final Housing Element (electronic copy and one hardcopy)

### Task 5 - CEQA Compliance

Our scope for the Housing Element update does not include preparing or processing the rezoning necessary to meet the RHNA. We assume the rezoning will be carried out by the City can occur after adoption of the Housing Element. Therefore, we assume only a Negative Declaration or Mitigated Negative Declaration would be completed (no technical studies required).



### I. Schedule

As discussed before, Veronica Tam and Associates, Inc. (VTA) cannot commit to completing the Housing Element by the statutory deadline, given the City's late start. We do recommend adopting the Housing Element by the end of the 2021.

Milestone	Timeline
Project Initiation	March 2021
Stakeholder/Community Workshop (1)	May 2021
Planning Commission/City Council Presentations (2 total)	June 2021
Draft Housing Element	August 2021
Planning Commission Review of Draft Housing Element	August 2021
HCD Review	September - November 2021
CEQA (ND/MND)	June - October 2021
Adoption Hearings	November - December 2021



### III. Firm Organization

### 1. Veronica Tam and Associates, Inc. (VTA)

VTA is a California corporation located in Pasadena, California. VTA was established in November 2005 and has since been providing housing and community development consulting to local jurisdictions throughout California. We provide assistance in the following areas:

- Housing Element updates
- Zoning revisions for housing-related issues
- Special housing studies
- Consolidated Plan and related reports
- Grants administration and technical assistance
- Analysis of Impediments to Fair Housing Choice
- Environmental clearance for housing-related plans and projects

The person authorized to negotiate contract conditions for the company is:

Veronica Tam, AICP, Principal Veronica Tam and Associates, Inc. 107 S. Fair Oaks Avenue, Suite 212 Pasadena, CA 91105 P: (626) 304-0440 Veronica.Tam@vtaplanning.com

### Housing and Community Development Planning Experience

Our clients have included rural towns/communities, suburban and urban cities, metropolitan areas, and counties.

### Fifth Cycle Housing Elements

We are well known for our expertise in State Housing Element law. We have prepared Housing Elements for jurisdictions throughout the State and maintain an excellent track record of receiving State certification. For the fifth cycle, we prepared close to 60 Housing Element updates in the San Diego, SCAG, ABAG, AMBAG, and FCOG regions.

- Alhambra
- Avalon
- Buena Park
- Burbank
- Camarillo
- Chino
- Corona
- Coronado
- Costa Mesa

- Glendora
- Gonzales
- Hawthorne
- Hercules
- Imperial Beach
- Jurupa Valley
- Kingsburg
- La Canada Flintridge
- Lake Forest

- Rancho Santa Margarita
- Redondo Beach
- Salinas
- San Bernardino
- San Clemente
- San Joaquin
- San Marcos
- San Marino
- Santa Clara





- Cupertino
- Del Mar
- Dublin
- El Cajon
- El Centro
- El Segundo
- Escondido
- Fowler
- Fresno County

- La Mesa
- Lawndale
- Lomita
- Long Beach
- Marina
- Monterey County
- Parlier
- Pinole
- Pomona

- Santee
- Seaside
- Selma
- Simi Valley
- South Gate
- Tracy
- Vista
- Walnut
- West Hollywood

### Analysis of Impediments (AI) to Fair Housing Choice/Assessment of Fair Housing (AFH)

We have prepared some of the most complex AI and AFH reports in the State.

- Alhambra Al
- Glendale Al
- Los Angeles Al
- Long Beach Al and AFH
- Monterey County Al
- Pasadena Al
- Pomona Al and AFH

Monterey County Al

- Salinas Al
- San Bernardino Al
- San Diego County Al
- Ventura County Al

### **Similar Projects**

### Seaside Housing Element (2015-2023)

The City of Seaside was updating the Housing Element along with the comprehensive General Plan update. The Draft Housing Element was able to secure a Finding of Substantial Compliance from HCD, and was waiting to be adopted along with the entire General Plan. Unfortunately, the General Plan growth forecast became the subject of litigation, significantly delaying the General Plan/Housing Element adoption process. To move forward with the Housing Element so the City would be eligible for SB 2 grants, VTA revised the Element to rely on the current General Plan (instead of the proposed General Plan) for the RHNA. The Element was also updated to reflect the changes in Housing Element requirements due to the 2017 and 2018 housing bills. The Seaside Housing Element received a Finding of Substantial Compliance in October and is currently in the adoption process.

Gloria Stearns, Director of Community Development GStearns@ci.seaside.ca.us (831) 899-6830

### Marina Housing Element (2015-2023)

The City of Marina committed in its fourth cycle of Housing Element to redesignate 27 acres of land into high-density mixed use commercial uses. However, with the housing market implosion that occurred between 2006 and 2012, and the dissolution of redevelopment in 2012, the City never completed the required rezoning. Therefore, the City never commenced the fifth cycle update of the Housing Element until 2016 when the City was finally able to pursue the creation of the Downtown Vitalization Specific Plan. VTA worked closely with HCD to devise a two-part plan to help the City prepare the fifth cycle update within three months in order to qualify for CDBG funds, and then move on to achieve a certifiable Housing Element later.

Matt Mogensen, Assistant City Manager mmogensen@cityofmarina.org



(831) 884-1240

### Maywood Housing Element (2013-2021)

The City of Maywood adopted the 2013-2021 Housing Element on time but the adopted Element did not address HCD comments. The City was therefore identified by the State Attorney General's Office as a non-compliant city, potentially subject to litigation. The City retained VTA in July 2019 to revise the Housing Element and pursue certification. VTA worked in an expedited manner and was able to achieve compliance status for the City on November 14, 2019. As part of the Housing Element amendment, VTA also revised the Zoning Ordinance to address emergency shelters for homeless, density bonus, and create an affordable housing overlay.

David Mango, Director of Building and Planning David.Mango@cityofmaywood.org (323) 562-5721

### Cupertino Housing Element (2014-2022)

The Cupertino Housing Element was updated with a concurrent update to the City's Land Use Element, seeking to redesignate a number of potential sites for higher intensity residential or mixed use development. The update process involved an extensive community outreach process that included more than 20 community meetings and public hearings. The need to rezone and upzone properties was met to vigorous community opposition. A carefully crafted process helped navigate the community through the discussions and ultimately led to an innovative strategy to accommodate the City's Regional Housing Needs Allocation (RHNA) and the certification of the Housing Element by HCD.

Piu Ghosh, Principal Planner (760) 777-3308 PiuG@cupertino.org

### Long Beach Housing Element (2013-2021)

As one of the largest and most diverse cities in California, Long Beach has extensive housing needs. The Housing Element update must address debates such as geographic distribution, intensity, affordability, new construction vs. preservation, and displacement, gentrification, and tenant protection. An extensive outreach program was conducted to obtain input from community groups, housing advocates, developers, and property owners. VTA worked closely with City staff and HCD to respond to comments from the community. The Final Housing Element contains detailed actions and specific timelines that answer to community demands.

Patrick Ure, Housing Operations Officer (562) 570-6026

Patrick.Ure@longbeach.gov



### IV. Project Organization

### Veronica Tam, AICP

Veronica Tam will oversee the preparation of Housing Element for the City of Bradbury. She is a recognized expert in the area of housing policy planning. Throughout her career, she has prepared more than 100 Housing Element updates, including approximately 60 updates during the fifth cycle update (nine updates in San Diego County). She has also taken on some of the most challenging Housing Element updates, including:

- Cities that were facing litigations San Clemente and Pomona
- Cities that have delayed process due to the need to coordinate with the General Plan update process - Escondido, Encinitas, Seaside, and South Gate
- Cities that have never received HCD certification due to stringent local development standards and procedures - Del Mar and San Marino

#### Holli Anderson

Ms. Anderson joined VTA in 2018 will assist in the preparation of the Housing Element. Since joining VTA, Ms. Anderson has participated in the preparation of Housing Elements for the cities of Marina, Palmdale, and Thousand Oaks. She assisted in the Gateway Cities Housing Needs Assessment, an effort coordinated by the Gateway Cities Council of Governments to assess the housing needs, programs, and policies in the 28-jurisdiction subregion of the Southern California Association of Governments (SCAG). She is currently assisting in the preparation of the San Diego Regional Analysis of Impediments to Fair Housing Choice (AI).

#### Alexis Bueno Correa

Ms. Bueno Correa holds a Master degree in Urban and Regional Planning from CalPoly Pomona. Her academic focus was on community change and gentrification. She is familiar with the use of Census and other data to assess demographic changes in a community over time. She is currently assisting in the preparation of the San Diego Regional Analysis of Impediments to Fair Housing Choice (AI). She is also assisting in the preparation of Housing Element for the cities of Culver City and Palmdale.





### 2. EcoTierra Consulting

EcoTierra Consulting, Inc. (EcoTierra) specializes in providing CEQA/NEPA environmental consulting services to agencies throughout the state of California. We have extensive environmental analysis experience, from the initial project scoping process to responding to public comments and attending hearings. EcoTierra is an S-Corporation environmental consulting firm that specializes solely in environmental analysis and documentation for public and private sector clients. EcoTierra is comprised of ten experienced CEQA/NEPA professionals. The founding Principals, Curtis Zacuto and Craig Fainor, established the firm nine years ago in July 2010, after previously serving as the Senior Vice Presidents for a noted Southern California CEQA firm. The Founding Principals of the firm have over 60 years of collective experience in CEQA compliance and document preparation. EcoTierra has four office locations in California: Los Angeles, Westlake Village, Riverside, and Walnut Creek. We are a nimble, efficient, and highly cost-effective environmental consulting firm that can handle projects of any size and complexity. Our success is based upon the success of projects and the partnerships that we build with each client. EcoTierra recently completed an Initial Study in support of an Mitigated Negative Declaration for the City of Oceanside for a 12 unit multi-family building (901 Pier View Way) that involved demolition of a historic property.



### V. Cost Proposal

		Tam	Anderson/ Bueno	Tech	VTA
e de partir	Task	\$ 180	\$ 120	\$ 120	Total
Task 1:	Project Administration				
Task 1.1:	Kick-off Meeting	2	2		\$ 600
Task 1.2:	Project Management	20			\$ 3,600
Task 2:	Housing Element Assessment				
Task 2.1:	Evaluation of the 2013-2021 Housing Element/2019 Midterm Update	2	12		\$ 1,800
Task 2.2:	Needs Analysis	12	40	16	\$ 8,880
Task 2.3:	Sites Analysis	20	16	4	\$ 6,000
Task 2.4:	Housing Constraints and Opportunities	16	40		\$ 7,680
Task 2.5:	Implementation Program	8	8		\$ 2,400
Task 3:	Community Engagement				
Task 3.1:	Stakeholders/Community Workshop (1)	8	16	4	\$ 3,840
	Planning Commission/City Council Presentations (2)	6	16		\$ 3,000
	Planning Commission Review of Draft Housing Element (1)	3	6		\$ 1,260
Task 4:	Facilitation of Review and Approval of HE Amendment				
Task 4.1:	Staff Review Draft Housing Element	12	24		\$ 5,040
Task 4.2:	Public Review Draft Housing Element	4	12		\$ 2,160
Task 4.3:	HCD Submittal and Review	20	40		\$ 8,400
Task 4.4:	Adoption Public Hearings (2)	6	4		\$ 1,560
Task 4.5:	Final Housing Element and State Certification		2		\$ 240
Task 5:	CEQA Compliance (Optional)				
	ND/MND				\$ 15,000
	Total Housing Element	139	238	24	\$ 71,460









#### **EDUCATION**

MA, Urban Planning, University of California, Los Angeles (337 Charles E Young Dr E, Los Angeles, CA 90095)

BES, Urban and Regional Planning (Economics Minor), University of Waterloo, Canada (200 University Ave W, Waterloo, ON N2L 3G1, Canada)

### PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners American Planning Association

### **AWARDS**

2016 APACA

Award of Excellence – Opportunity and Empowerment: 2014-2015 Salinas Housing Initiatives

2016 Northern Section, APACA Award of Merit – Public Outreach: 2014-2015 Salinas Housing Initiatives

#### 2016 APACA

Award of Merit – Best Practice: Fresno Multi-Jurisdictional Housing Element

2016 Central Valley Section, APACA Award of Excellence – Best Practice: Fresno Multi-Jurisdictional Housing Element

2014 APACA Award of Merit – Hard Won Victories: 2013-2021 El Cajon Housing Element

2014 San Diego Section, APACA Comprehensive Planning, Small Jurisdiction: 2013-2021 El Cajon Housing Element

### VERONICA TAM, AICP PRINCIPAL

Ms. Tam has expertise in the areas of housing policy development and community development planning. She has over 20 years of experience preparing a range of housing and community development plans and studies for jurisdictions throughout California.

#### **RELATED PROJECT EXPERIENCE**

### 6th Cycle Housing Elements

Bell GardensGlendoraSan Diego CountyCamarilloImperial BeachSanteeCulver CityLa MesaSimi ValleyEl CajonLos Angeles CountyThousand Oaks

El Segundo Port Hueneme Vista Escondido San Clemente Walnut

### 5th Cycle Housing Elements (60 Jurisdictions)

Avalon Glendora Marina

Buena Park Gonzales Monterey County

Chino Hawthorne Pomona

Corona Lawndale Rancho Santa Margarita

El Cajon Lomita San Fernando Encinitas Long Beach Seaside

#### **Consolidated Plans**

Alhambra Glendora Santee
Carlsbad Lancaster Santa Clarita
Costa Mesa Long Beach Simi Valley
El Cajon Perris Monterey County
Glendale Salinas Orange County

### **Fair Housing Studies**

ChinoPasadenaSanta ClaritaGlendalePerrisMonterey CountyLong BeachPomonaSan Diego CountyPalm SpringsSalinasVentura County

### **Special Studies**

- County of San Diego Strategic Plan for 3 Element Updates (Housing, Safety, and Environmental Justice)
- Gateway Cities Council of Governments (GCCOG) Housing Assessment
- Regional Housing Needs Allocation Assistance for the cities of Redondo Beach and South Gate









#### **EDUCATION**

Master in Urban Planning, 2019 California State Polytechnic University, Pomona (3801 W Temple Ave, Pomona, CA 91768)

Bachelor in Biological Science, 2015 California State University, Fullerton

#### **SKILLS**

Spanish Fluency Database Management ArcGIS

### ALEXIS BUENO CORREA PLANNER

Ms. Bueno Correa holds a Master degree in Urban and Regional Planning with a specialization in community development.

Ms. Bueno Correa is familiar with both qualitative and quantitative methods of research. Her academic research was focused on assessing community change and gentrification due to demographic and housing trends.

### **VERONICA TAM AND ASSOCIATES**

At VTA, Ms. Bueno Correa contributes to a variety of housing and community development studies as well as environmental clearance requirements for housing-related projects.

### 6<sup>th</sup> Cycle Housing Element

Culver City

Imperial Beach

Long Beach

Oceanside

Santee

Thousand Oaks

### **Fair Housing Studies**

Glendale

Pasadena

San Diego County

### **Consolidated Plans**

Lancaster

Monterey County

Salinas

### **Special Housing Studies**

Gateway Council of Governments Housing Assessment

### PRIOR EXPERIENCE

Prior to joining VTA, Ms. Bueno Correa worked for the Municipal Water District of Orange County.











**EDUCATION** Bachelor in Urban Planning, 2018 California State University, Northridge (18111 Nordhoff St, Northridge, CA 91330)

#### **SKILLS** InDesign ArcGIS AutoCAD

### **HOLLI ANDERSON PLANNER**

Ms. Anderson holds a Bachelor degree in Urban Planning with an emphasis in Environmental Planning and Sustainability from California State University, Northridge. She joined VTA in 2018 and has been assisting with the preparation of various housings studies.

### **VERONICA TAM AND ASSOCIATES**

Ms. Anderson is well versed in using Census, HMDA, and CHAS datasets for housing and demographic analysis. As a planner, Ms. Anderson contributes to the preparation of a variety of housing studies and reports:

### 6th Cycle Housing Element

La Mesa El Cajon Rancho Cucamonga Glendora Palmdale Thousand Oaks

### **Fair Housing Studies**

Glendale Palm Springs Perris Monterey County Santa Clarita San Diego County

### **Consolidated Plans and Annual Reports**

Camarillo Glendale El Cajon Perris Santa Clarita Glendora

### **Special Housing Studies**

Gateway Council of Governments Housing Assessment

### **PRIOR EXPERIENCE**

Prior to joining VTA, Ms. Anderson worked at Habitat for Humanity/Homes 4 Families, which develops affordable housing communities for veterans. Ms. Anderson worked directly with client families in assessing their needs and eligibility for services.

## **ATTACHMENT # 2**

### PROFESSIONAL SERVICES AGREEMENT FIRE PROTECTION SERVICES VTA

(City of Bradbury / VTA)

### 1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Bradbury, a California municipal corporation ("City"), and Veronica Tam and Associates, Inc. ("VTA"). Dudek, a California Corporation ("VTA").

### 2. RECITALS

- 2.1 City has determined that it requires the following professional services from a Consultant: Preparation of 6<sup>th</sup> cycle Housing Element Update.
- 2.2 VTA represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. VTA further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3 VTA submitted a proposal dated February 19, 2021, to the City for services related the above tasks.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions herein contained, City and VTA agree as follows:

### 3. **DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in VTA's proposal, which proposal is attached hereto as Exhibit A (the "Proposal") and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": The fees for VTA's Services shall be as set forth in Section V" of the attached Exhibit A.
- 3.3 "Commencement Date": The date upon which the City provides written notification, including e-mail notification, to commence Services.
- 3.4 "Expiration Date": The date upon which a determination is received from HCD on the City's adopted 2021-2029 Housing Element.

### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

### 5. <u>VTA'S SERVICES</u>

- VTA shall perform the services identified in the Scope of Work and Approach. City shall have the right to request, in writing, changes in the Scope of Work. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- VTA shall perform all work in accordance with the professional standards of VTA's profession and in a manner reasonably satisfactory to City. VTA shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).
- 5.3 During the term of this Agreement, VTA shall not perform any work for another person or entity for whom VTA was not working at the Commencement Date if such work would require VTA to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- VTA represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by VTA or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Veronica Tam shall be VTA's Project Administrator, who shall have direct responsibility for management of VTA's performance under this Agreement. No change shall be made in VTA's Project Administrator without City's prior written consent.
- 5.5 VTA intends to use the services of EcoTierra Consulting, Inc. ("EcoTierra") as a subcontractor in providing CEQA/NEPA environmental consulting services in connection with this Agreement.

### 6. **COMPENSATION**

- 6.1 City agrees to compensate VTA for the services provided under this Agreement, and VTA agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule (Section V of Exhibit "A") and Section 5.1 of this Agreement above.
- VTA shall submit invoices for the services performed pursuant to this Agreement no more than once a month, but at least every two months. The invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of the invoice, City shall notify VTA in writing of any

disputed amounts included on the invoice. Within forty-five calendar days of receipt of the invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to VTA unless otherwise required by law.

6.3 If VTA determines that additional work is required to perform the Services beyond that estimated in the Proposal, VTA shall provide City with a written request to exceed the amount set forth in the Proposal with an explanation for the need. Any additional services shall be performed at the rates set forth in the Proposal.

### 7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) originally developed by VTA or EcoTierra in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. VTA and EcoTierra may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by VTA or EcoTierra. Any substantive modification of the Documents by City, or at City's direction, or any use of the completed Documents for other City projects, or any use of uncompleted Documents, without the written consent of VTA, shall be at City's sole risk and without liability or legal exposure to VTA. City agrees to hold VTA harmless from all damages, claims, expenses and losses arising out of any reuse of the Documents for purposes other than those described in this Agreement, unless VTA consents in writing to such reuse.

### 8. RELATIONSHIP OF PARTIES

VTA is, and shall at all times remain as to City, a wholly independent contractor. VTA shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of VTA or any of VTA's employees or subcontractors, except as set forth in this Agreement. VTA shall not represent that it is, or that any of its subcontractors, agents or employees are, in any manner employees of City. Under no circumstances shall VTA or its subcontractors, agents or employees look to City as its employer. VTA and its subcontractors, agents and employees shall not be entitled to any benefits from City.

### 9. **CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by VTA or provided for performance of this Agreement may be deemed confidential by City, and if so deemed, shall not be disclosed by VTA or its subcontractors without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement. The preceding restriction shall not apply to information which is in the public domain, was previously known to VTA, was acquired by VTA from others who have no confidential relationship to City with respect to same, or which through no fault of VTA, comes into the public domain. VTA shall not be restricted from releasing information, including confidential information, in response to a subpoena, court order, or other legal process. VTA shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify City in writing of the demand for information before VTA

### 10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the negligent performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide City with the fullest protection possible under the law. VTA acknowledges that City would not enter into this Agreement in the absence of VTA's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, VTA shall indemnify, hold harmless, and when City requests with respect to a claim, provide a deposit for the defense of City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with VTA's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of VTA or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either VTA or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation. This indemnity does not include defense, however VTA shall be responsible for defense costs to the extent such costs are incurred as a result of VTA's negligence.
- 10.3 The parties agree that VTA, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way pursuant to this Agreement to the extent that such loss or cost is the sole responsibility of City.
- 10.4 City shall have the right to offset against any compensation due VTA under this Agreement any amount due City from VTA as a result of VTA's failure to pay City promptly, any indemnification arising under this Section 10 and any amount due City from VTA arising from VTA's failure to (i) pay taxes on amounts received pursuant to this Agreement; (ii) satisfy obligations to any governmental entity, or (iii) comply with applicable workers' compensation laws.
- 10.5 The obligations of VTA under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. VTA expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

- 10.6 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, VTA and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.
- 10.7 In the event that VTA or any employee, agent, or subcontractor of VTA providing services under this Agreement claims or is determined by a court of competent jurisdiction to be eligible for enrollment in PERS as an employee of the City, VTA shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of VTA or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 10.8 VTA agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from EcoTierra, and each and every other subcontractor or any other person or entity involved by, for, with or on behalf of VTA in the performance of this Agreement. If VTA fails to obtain such indemnity obligations from others as required herein, or if such agreements prove to be inadequate to protect City for any reason, VTA agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of VTA's subcontractors or any other person or entity involved by, for, with or on behalf of VTA in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.9 City does not, and shall not, waive any rights that it may possess against VTA because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.
- 11. <u>INSURANCE</u> Without limiting VTA's indemnification of Agency, and prior to commencement of Work, VTA shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City:
  - 11.1 General liability insurance. VTA shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include

contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. VTA shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of VTA arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Workers' compensation insurance. VTA shall maintain Workers' Compensation Insurance (Statutory Limits).

VTA shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

- 11.2 Professional liability (errors & omissions) insurance. VTA shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and VTA agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- 11.3 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 VTA maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by VTA. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 11.4 VTA shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-:VII in the latest edition of Best's Insurance Guide.
- 11.6 VTA agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at VTA's expense.
- 11.7 At all times during the term of this Agreement, VTA shall maintain on file with

City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming City and its officers, employees, agents and volunteers as additional insureds. VTA shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.

- 11.8 VTA shall provide proof to City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. VTA agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10 The insurance provided by VTA shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of VTA's insurance and shall not contribute with it.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit VTA, and VTA's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. VTA hereby waives all rights of subrogation against City.
- 11.12 Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, VTA shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or VTA shall procure a bond guaranteeing payment of losses and expenses.
- 11.13 Procurement of insurance by VTA shall not be construed as a limitation of VTA's liability or as full performance of VTA's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

### 12. MUTUAL COOPERATION

- 12.1 City shall provide VTA with all pertinent data, documents and other requested information as is reasonably available for the proper performance of VTA's services under this Agreement.
- 12.2 If any claim or action is brought against City relating to VTA's performance in connection with this Agreement, VTA shall render any reasonable assistance that City may require in the defense of that claim or action.

### 13. RECORDS AND INSPECTIONS

VTA shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

### 14. PERMITS AND APPROVALS

VTA shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for VTA's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

### 15. <u>NOTICES</u>

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during VTA's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City: City of Bradbury 600 Winston Avenue Bradbury, CA 91008 Attn: Kevin Kearney

Email – kkearney@cityofbradbury.org

Telephone: (626) 358-3218 Facsimile: (626) 303-5154

With courtesy copy to:

Cary S. Reisman, City Attorney Of Counsel to Jones & Mayer 3777 N. Harbor Blvd. Fullerton, CA 92835 Email – csr@jones-mayer.com

Telephone: (714) 446-1400 Facsimile: (714) 446-1448

If to VTA:

Veronica Tam and Associates 107 S. Fair Oaks Avenue, Ste. 212

Pasadena, CA 91105

Email:veronica.tam@vtaplanning.com

Telephone: (626) 304-0440 Facsimile: (626) 304-0005

### 16. **SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

### 17. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to VTA for any reason. VTA may only terminate this Agreement for any reason on thirty calendar days' written notice to City and only for cause. VTA agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by VTA, then VTA shall be paid for work performed in accordance with the terms and conditions of this agreement at the time of termination. In no event shall VTA be entitled to receive more than the amount that would be paid to VTA for the full performance of the services required by this Agreement.

### 18. GENERAL PROVISIONS

- 18.1. <u>Delegation</u>. Except as specifically authorized herein, VTA shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than VTA.
- 18.2. <u>Discrimination</u>. In the performance of this Agreement, VTA shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.
- 18.3. <u>Headings</u>. The headings appearing at the commencement of the sections hereof, and in any sub-paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4. <u>Waiver</u>. The waiver by City or VTA of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or VTA unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 18.5. Excused performance. VTA shall not be liable for any failure to perform if VTA presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of VTA. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by VTA or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. VTA agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to VTA shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form,

including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

- 18.6. Public Records Act Disclosure. VTA has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by VTA, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or information of VTA that qualify as trade secrets (such as, and including, its private financial statements, financial records and bank account information), as that term is defined in Government Code Section 6254.7, and of which VTA informs City, trade secret, and records relating to provision of medical aid and assistance to any individual under such individual's State and Federal rights of privacy and the provisions of the Health Insurance Portability and Accountability Act of 1996. City will endeavor to maintain as confidential all information obtained by it that is designated as trade secret or personal health records. City shall not, in any way, be liable for the disclosure of any trade secret or personal health records including, without limitation, those records so marked, if disclosure is deemed to be required by law or by order of the Court.
- 18.7. Conflict of Interest. VTA and its officers, employees, associates and Cityapproved subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to VTA's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, VTA and its officers, employees, associates and City-approved subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom VTA is not currently performing work that would require VTA or one of its officers, employees, associates or City-approved subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- 18.8. Responsibility for Errors. VTA shall be responsible for its work and results under this Agreement. VTA, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to VTA occurs, then VTA shall, at no cost to City, provide all actions to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

- 18.9. <u>Prohibited Employment</u>. VTA will not employ any regular employee of City while this Agreement is in effect or for one year thereafter.
- 18.10. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, VTA's Proposal.
- 18.11. <u>Costs.</u> Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.
- 18.12. No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and VTA and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- 18.13. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 18.14. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement. For amendments affecting administrative business operations not related to overall service levels, compensation or performance standards, those may be approved administratively by the City Administrator. For amendments affecting compensation, performance standards or service levels, those must be approved by the City Council.
- 18.15. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

- 18.16. <u>Cumulative</u>. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.
- 18.17. <u>Litigation</u>. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Los Angeles County, California and VTA hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- Interpretation. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.
- 18.19. <u>Applicable Law.</u> This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.20. Complete Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the parties with respect to the transactions contemplated herein. No prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and VTA.

- 18.21. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 18.22. <u>Corporate Authority</u>. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"	"VTA"
City of Bradbury	
By:	By:
	Date:
Date:	
Attest:	
By: Claudia Saldana, City Clerk	
Approved as to form:	
By:	
Cary S. Reisman, City Attorney	
City of Bradbury	