



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

Professional Services Agreement

CONTRACT FOR PROFESSIONAL SERVICES TO

_____Update the 2021-2029 Housing Element_____

BETWEEN THE CITY OF HERMOSA BEACH AND JHD Planning, LLC

This AGREEMENT is entered into this 11th day of August 2020, by and between the CITY OF Hermosa Beach, a general law city a municipal corporation ("CITY") and JHD Planning, a limited liability company ("CONSULTANT").

RECITALS

- A. The CITY desires to utilize the services of the CONSULTANT as an independent contractor to update the 2021-2029 Housing Element.
- B. The CITY does not have the personnel able and/or available to perform the services required under this agreement and therefore, the CITY desires to contract for consulting services to accomplish this work.
- C. The CONSULTANT warrants to the CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The CITY desires to contract with the CONSULTANT to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

- 1** CONSIDERATION AND COMPENSATION As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.

As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.

As additional consideration, CITY agrees to pay CONSULTANT a total of \$93,320, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.

No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.

CONSULTANT shall submit monthly invoices to CITY. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.

- 2** SCOPE OF SERVICES. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.



Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

- 3 PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the time expended by major task, a description of the specific tasks performed during the invoice period, for work that includes deliverables, and the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in "Exhibit A."
- 4 TIME OF PERFORMANCE. The services of the CONSULTANT are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 5 FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- 6 KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is John Douglas. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.
- 7 TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on November 30, 2021, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties.
- 8 CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
- 9 TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.
- 10 PERMITS AND LICENSES. CONSULTANT will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
- 11 TERMINATION. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

CONSULTANT may terminate this Agreement. Notice will be in writing at least 60 days before the effective termination date.

In the event of such termination, the CONSULTANT shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.



Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

- 12 INDEMNIFICATION.** CONSULTANT and CITY shall indemnify each other and their officials, officers, agents, employees and representatives from any losses incurred as a result of negligent acts, omissions, or willful misconduct of the indemnifying party, its officials, officers, employees, agents, or subcontractors in connection with the performance of the scope of work of this Agreement. The parties acknowledge that neither party has an up-front obligation to provide a legal defense to other party in connection with this indemnification obligation. In the event that either party incurs a loss resulting from the indemnifying party's negligent acts, omissions, or willful misconduct, the indemnifying party shall reimburse the indemnified party for its reasonable defense costs proportionate to the finally determined percentage of liability based upon the comparative fault of the indemnifying party. CONSULTANT's liability shall be limited to the amounts available under CONSULTANT'S professional liability insurance policy.
- 13 ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.
- 14 INDEPENDENT CONTRACTOR.** CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.
- 15 AUDIT OF RECORDS.** CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.
- 16 CORRECTIVE MEASURES.** CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.
- 17 INSURANCE REQUIREMENTS.**
- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective



employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than five hundred thousand dollars (\$500,000) combined single limit for each occurrence.
- B. Endorsements. Each general liability and automobile liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.



- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.
- 18 USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY's prior written approval to use any sub-consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.
- 19 FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.
- 20 CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the CITY may deduct the cost of such correction from any retention amount held by the CITY or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.
- 21 NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for



payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

- 22 NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN: Ken Robertson, Community Development Director	PO Box 474 Shaver Lake, CA 93664 ATTN: John Douglas

Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

- A. SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.
- B. THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein are generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.
- C. INTERPRETATION.** This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
- D. ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
- E. RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
- F. AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.
- 23 ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in



connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

- 24** FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
- 25** TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.
- 26** ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith.
- 27** STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
- 28** OWNERSHIP OF DOCUMENTS. It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and workpapers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of the CONSULTANT shall be at the sole risk of the City.
- 29** DISCLOSURE REQUIRED. (CITY and CONSULTANT initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is a "consultant" for the purposes of the California Political Reform Act because CONSULTANT'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONSULTANT employed by the CITY. CONSULTANT hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the CITY's Conflict of Interest Code.

CITY Initials _____

CONSULTANT Initials _____



OR

By their initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the CITY'S Conflict of Interest Code.

CITY Initials _____

CONSULTANT Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH

CONSULTANT

Suja Lowenthal, City Manager

By: _____
John Douglas, Principal

ATTEST:

Eduardo Sarmiento, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Michael Jenkins, City Attorney



"Exhibit A"
Scope of Work and Budget

DRAFT

Proposal to Assist in Preparing the 2021 Housing Element Update



Submitted to:

City of Hermosa Beach

Ken Robertson, AICP, Community Development Director
1315 Valley Drive
Hermosa Beach, CA 90254-3885

Submitted by:

JHD Planning LLC

Contact: John Douglas, AICP, Principal
John@JHDPlanning.net

July 2, 2020

JHD Planning, LLC
Planning Consultants

July 2, 2020

Ken Robertson, AICP, Director
Community Development Department
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, CA 90254-3885

RE: 2021-2029 Housing Element Update

Dear Mr. Robertson,

I appreciate the opportunity to submit this proposal to assist Hermosa Beach with its 2021 Housing Element update. The Governor and State Legislature have declared a "housing crisis" in California, and in the past few years extensive changes to State law have been adopted to address the problems of housing cost and homelessness. In addition to new State laws, some officials and housing experts have called for an end to single-family zoning and financial penalties on local governments that do not achieve housing production targets.

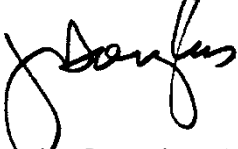
The 6th cycle Housing Element update is expected to be a much more challenging process than the 5th cycle. Based on SCAG's methodology, the RHNA allocation for Hermosa Beach is expected to be approximately 550 units compared to just 2 units in the 5th cycle. While the 6th RHNA allocation is far higher than the 5th cycle, you will recall that in the 4th Housing Element cycle the RHNA allocation for Hermosa beach was 562 units.

It has been my privilege to work with you on the City's two previous Housing Element updates, and I would appreciate having the opportunity to assist Hermosa Beach again on this important project.

As an indication my personal commitment to the communities where I work, it is my policy to donate 10% of my consulting fees to local charities of the City's choice.

Yours truly,

JHD Planning, LLC



John Douglas, AICP
Principal



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1. Firm Profile

1. Official name and address	JHD Planning LLC PO Box 474 Shaver Lake, CA 93664
2. Name, address, email, and telephone number of the consultant's primary point of contact	John Douglas, AICP PO Box 474 Shaver Lake, CA 93664 John@JHDPlanning.net 714-803-2860
3. Type of business entity of consultant (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture	Limited liability company
4. Federal Employer I.D. Number	83-0873130
5. Address, telephone numbers and fax numbers of each of the proposing firm's locations	See #2 above
6. Indication whether firm is totally or partially owned by another business organization (parent company) or individual	John Douglas, owner
7. Number of years consultant has been in business under the present business name	2
8. Number of years of experience the consultant has had in providing required, equivalent, or related services	39 (John has prepared certified Housing Elements in all five update cycles that have occurred since the 1980 comprehensive overhaul of State Housing Element law)
9. Any failures or refusals to complete a contract, and explanation	None



2. Project Understanding, Approach and Scope of Work

Statement of Project Understanding

The Governor and State Legislature have declared a "housing crisis" in California, and in the past few years extensive changes have been made in State law to address this crisis. In adopting SB 330 (the "Housing Crisis Act of 2019") and other recent laws the Legislature has clearly indicated that cities are expected to play a major role in addressing housing problems.

The Regional Housing Needs Assessment (RHNA) is the process by which housing production targets are assigned to cities and counties. In the RHNA for the 6th planning cycle (2021-2029) HCD assigned a total housing need of more than 1.3 million housing units to the SCAG region – more than three times the RHNA for the previous cycle. Under SCAG's draft RHNA methodology, the preliminary RHNA allocation for Hermosa Beach is 556 units compared to just 2 units in the 5th cycle.

The unprecedented RHNA allocation for the SCAG region combined with new laws restricting "RHNA credit" for potential housing development sites and State threats of legal action for non-compliance will make the upcoming Housing Element process even more challenging than previous planning cycles.

Typically, the most critical aspect of a Housing Element update is demonstrating adequate housing development capacity to accommodate the RHNA allocation in all income categories, and this is expected to be the focus of the 6th cycle Hermosa Beach Housing Element update.

Goal 5. Small beach town character is reflected throughout Hermosa Beach.

Retaining the scale and community-oriented nature of Hermosa Beach is of the utmost importance. While it can be difficult to fully encapsulate what defines the character of Hermosa Beach, the City understands the various aspects associated with community character, and is committed to protecting the character defining features of Hermosa Beach.

PLAN Hermosa, p. 57

The City's 2017 *PLAN Hermosa* General Plan update anticipates that a total of 300 additional housing units will be added to the city's housing stock during the 2015-2040 period, with most of these in the Medium Density Residential (13-25 units/acre) and High Density Residential (25-33 units/acre) land use categories. A small number of housing units are also anticipated in the Neighborhood Commercial designation. (PLAN Hermosa FEIR, Table 3.0-3)

One of the most noteworthy changes for the 6th Housing Element cycle is expected to be significantly more "RHNA credit" for potential accessory dwelling units (ADUs) due to recent changes in State law limiting cities' ability to regulate ADU construction. The Department of Housing and Community Development (HCD) is

currently working with SCAG and local governments to analyze ADU development trends and determine an appropriate methodology to be used in establishing ADU RHNA credit, both for the number of potential ADUs and their expected affordability levels.



Depending on the final RHNA allocation and the analysis of potential housing development, it is possible that sufficient capacity may be available to accommodate the RHNA based on current land use designations and potential ADUs. However, a more likely scenario appears to be that some changes to current land use designations will be needed to fully accommodate the RHNA allocation, particularly in the lower-income categories. One potential strategy for increasing housing capacity would be allowing mixed-use development in some non-residential land use categories, as occurred during the 4th Housing Element cycle. The analysis of potential housing development and the strategy for demonstrating adequate sites to accommodate the RHNA is discussed further in Task 5, below.

Organizational Chart

Mr. Douglas will personally complete all of the tasks described below in the Work Program under the direction of the City's Project Manager unless the City determines that additional outside consulting assistance is necessary.

Work Program

Described below are the specific tasks and work products we propose for this assignment. Other optional tasks can also be provided if desired. Assumptions regarding information and assistance to be provided by City staff are also noted in each task.

Task 1 ***Project Management and Coordination***

This task includes overall project management and coordination, including refinements to the scope of work, schedule, communications protocols, and ongoing monitoring to ensure the success of the project. Our approach to project management is to anticipate the City's needs and take personal responsibility for the success of the project. The budget assumes that ongoing coordination with City staff will occur via telephone and email.

Work Products

- Ongoing coordination and monthly project management meetings via telephone and email
- Monthly project status summaries

Task 2 ***Project Initiation***

This task includes a project kick-off meeting to establish project management and communication protocols and refine the scope of work and project schedule as appropriate. The budget assumes that the kickoff meeting will be conducted remotely and that a tour of the City with City staff will not be necessary due to Mr. Douglas's familiarity with the city gained during the previous two Housing Element updates.



Task 3
Evaluation of the
Current Housing
Element

Work Products

- Project kick-off meeting

We will conduct an evaluation of the 2014-2021 Housing Element including the following:

- Progress in implementing current housing programs and policies;
- Comparison of projected results from the adopted Housing Element to actual accomplishments;
- Evaluation of existing Housing Element in comparison to current State Housing Law.

It is assumed that the City's annual progress reports will provide a major portion of the information needed for this task. The results of this task will be summarized in an evaluation report.

Work Products

- Housing Element evaluation report (electronic copy)

Task 4
Public Engagement

Community Dialogue

In 2013, the City of Hermosa Beach initiated a community dialogue process to facilitate a conversation across the community and all of its interests to determine the community's values and priorities for the future. The six-month process included several public meetings, a working group, and development of a Quality of Life Report, a Fiscal Summary, and a Decision-Making Tool. The results of this Community Dialogue process provide a framework and process for decision-making by the City as well as individuals on important decisions regarding Hermosa Beach's future.

PLAN Hermosa, p. 45

Robust civic engagement is a long-standing priority in Hermosa Beach, and the Governance Element of PLAN Hermosa describes a variety of techniques to be used in designing and implementing City policies and programs. Upon project initiation, we will work with City Staff to identify a detailed public engagement program that ensures inclusive opportunities for participation by all stakeholders, such as residents, persons with special housing needs and affordable housing advocates, and builds broad community support.

The public engagement program will identify goals, objectives, specific activities and a proposed budget for each phase of the outreach process.

It is expected that the focus of public engagement efforts will be land use and zoning changes that may be required in order to accommodate the RHNA allocation and new State housing laws. Land use changes can be controversial, and because of the recent investment in public engagement for PLAN Hermosa, it will be essential that the Housing Element public engagement program build on that prior work to ensure that policy decisions are developed in full collaboration with community stakeholders.

As noted in the RFP, this work program assumes that two community workshops, two Planning Commission/City Council



workshops (see Task 6) and four public hearings (Task 9) will be held during the Housing Element update process. Depending on the status of COVID-19 conditions, public meetings may need to be conducted remotely.

In addition to formal workshops and meetings, it is anticipated that the public engagement program will include materials such as a Housing Element *Frequently Asked Questions* document or policy option “white papers,” stakeholder interviews, web-based information sharing and opinion surveys, and/or social media outreach.

State housing law has become increasingly complex over the past 40 years, and it must be recognized that cities generally have a narrower range of policy options with Housing Elements than with some other planning efforts such as General Plan updates. One of the most important issues for the public engagement program will be to clearly convey Housing Element legal constraints to stakeholders, such as RHNA and zoning requirements, and identify the range of policy options available to City decision-makers, the importance of Housing Element certification, and the potential consequences for non-compliance.

In addition to his Housing Element expertise, Mr. Douglas is an experienced meeting facilitator and holds a Certificate in Alternative Dispute Resolution from UC Irvine. He is also a State-certified mediator.

Work Products

- Refined public engagement work program
- Two community workshops
- Stakeholder interviews (up to 10 interviews are assumed in the budget)
- Housing Element FAQ and other informational materials for posting on the City website
- Public survey questionnaire
- Social media outreach

Task 5 **Assessment, Analysis** **and Implementation**

This task includes the research and analysis that will comprise the major components of the new Housing Element document. The following sub-tasks are proposed:

5.1 Needs Assessment. We will complete the housing needs assessment pursuant to State requirements and coordinate



with City staff to evaluate housing conditions using State-approved criteria. Where necessary to complete this task, we will analyze recent demographic and housing data. This data will be used to prepare the housing needs chapter of the Housing Element including the following information:

- Population, household and employment trends;
- Special housing needs (e.g. large families, seniors, persons with disabilities, homeless, etc.);
- Housing stock characteristics, including at-risk units, housing conditions and vacancy rates;
- Residential building permit activity;
- Housing cost and affordability;
- Projected housing needs as assigned in the RHNA

The budget assumes that all information required for the needs analysis will be available from published sources or internal City data, and that no field work or original research will be necessary. SCAG is currently preparing a "Pre-approved Housing Element Data Package" that will include much of this information.

5.2 Sites Analysis. The sites analysis will include a land use inventory showing the relationship between the City's RHNA allocation and the realistic capacity for additional housing at a parcel-specific level based on current General Plan and zoning designations and existing conditions.

It should be noted that significant changes to State requirements for the sites analysis have occurred since the preparation of the 5th cycle Housing Element update. Among the most significant changes are:

- Site size - Sites smaller than 1/2 acre or larger than 10 acres are assumed to be unsuitable for lower-income housing absent evidence such as previous examples of affordable housing development on similar-sized parcels.
- Sites listed in prior Housing Elements - Vacant sites identified in two prior housing elements, and non-vacant sites identified in the prior housing element may not be used to satisfy lower-income RHNA needs unless the site satisfies the minimum "default density" for lower-income housing and zoning allows by-right residential development if at least 20% of units will be reserved for



lower-income households.

- Substantial evidence for underutilized sites - If non-vacant sites comprise 50% or more of the lower-income inventory, the existing use shall be presumed to impede additional residential development absent findings based on substantial evidence that the existing use is likely to be discontinued during the planning period. It is likely that this requirement will apply to Hermosa Beach. The analysis will consider HCD's recently published guidance on what such "substantial evidence" must include.
- No net loss - Changes to *no net loss* rules require that adequate sites be maintained throughout the planning period. Under State default density rules for small cities, any qualifying site with an allowable density of 20+ units/acre may be counted for 100% lower-income RHNA credit. However, since few housing developments are 100% affordable, it is possible that over the course of the 8-year planning period, more lower-income sites may be needed than indicated by the initial RHNA to offset sites that are developed during the planning period.

The first step in preparing the sites inventory will be to update the 5th cycle inventory to reflect development activity, pending applications and changes to land use designations in PLAN Hermosa. The updated inventory will then be refined based upon the new criteria described above. We will coordinate with City staff to evaluate whether the updated sites inventory is sufficient to accommodate the 6th cycle RHNA. SCAG's 3/5/2020 preliminary RHNA calculator tool estimates a RHNA allocation of 556 units for Hermosa Beach, with 357 of those in the very-low and low income categories. The City's RHNA allocation in the prior cycle was 2 units.

The budget for this task assumes that City staff will assist by providing the raw data necessary to update the sites inventory, including City zoning and General Plan designations, infrastructure availability, planning and building permit data, assessor parcel data, and other information that could satisfy "substantial evidence" requirements, such as communications with property owners regarding development interest or expiring leases. If additional land use surveys are needed to satisfy HCD requirements, such work can be provided as an optional task on a time-and-materials basis. If GIS work is required beyond the City's resources, outside assistance will be



provided on a time-and-materials basis.

Based upon the magnitude of the 6th cycle RHNA assigned to SCAG by HCD – over 1.3 million housing units compared to about 412,000 units in the previous cycle – we anticipate that potential accessory dwelling units (ADUs) will be an important component of the 6th cycle Housing Element sites inventory. One of the first tasks after project initiation will be a conversation with City staff regarding ADU regulations and development trends, and ensuring that a monitoring mechanism is in place to support Housing Element assumptions regarding future ADU development.

If necessary, we will work with staff to identify potential zoning and development strategies to address any shortfall of housing capacity compared to the RHNA allocation (see also the optional tasks below).

5.3 Housing Resources and Opportunities. We will prepare an evaluation of housing resources, including programmatic, physical, and financial. Information provided by City staff regarding current housing programs will be an important component of this analysis. This section of the Housing Element will also include the sites analysis described in Task 5.2, above.

5.4 Housing Constraints. We will update the analysis of governmental and nongovernmental constraints based upon any changed circumstances such as PLAN Hermosa land use designations and zoning amendments, development review procedures, fees and infrastructure availability. If constraints are identified, we will recommend programs to mitigate or remove them, where feasible.

5.5 Goals, Policies, Programs and Quantified Objectives. Based upon the current Housing Element, the analyses described above, and input from City staff, decision-makers, stakeholders and HCD, we will recommend appropriate revisions to goals, policies, programs and quantified objectives.

Work Products

- Needs assessment
- Resources analysis, including the sites inventory
- Constraints analysis
- Goals, policies, programs and quantified objectives

(All documents provided as digital files)



Task 6
Planning Commission
and City Council
Workshops

In addition to the public engagement process described in Task 4, Mr. Douglas will assist City staff in facilitating public workshops with the Planning Commission and the City Council (one each). The purpose of the workshops is to present a summary of issues, opportunities, constraints, and potential policy and program options and obtain direction from the Planning Commission and City Council. For each workshop, Mr. Douglas will provide a presentation and facilitate discussion as directed by the City's Project Manager. We will also assist City staff in compiling a public notification list of interested parties, assist in preparing public meeting notices for publication by the City, and prepare supporting materials for each meeting.

Work Products

- Participation in Planning Commission and City Council public workshops (one each)

Task 7
Draft Housing
Element

This task includes preparation and review of the 6th cycle Housing Element document consistent with the requirements of State law. The following sub-tasks are proposed:

7.1 Administrative Draft Housing Element. We will prepare an Administrative Draft Housing Element for internal Staff review. The budget assumes that the substance, level of detail, and format of the new Housing Element will be similar to the current element. The Housing Element will include all of the sections required by State law, as described in the tasks above.

7.2 Public Review Draft Housing Element. Based upon Staff comments, we will prepare a Public Review Draft Housing Element for City distribution. The Draft Housing Element must be submitted to HCD for review prior to adoption. We will assist Staff in coordinating with HCD and responding to questions and comments on the Draft Housing Element.

Work Products

- Administrative Draft Housing Element for review by City staff
- Public Review Draft Housing Element incorporating staff comments for review by the community, the Planning Commission, the City Council and HCD

Task 8
CEQA Compliance

We will conduct an environmental review for the Housing Element update in compliance with CEQA. The budget assumes that either an Initial Study/Negative Declaration (IS/ND) or an addendum to the PLAN Hermosa Final EIR will be



appropriate. The analysis will be programmatic in nature, and if the Housing Element identifies a need for land use and zoning amendments to provide adequate sites, potential impacts related to those amendments and future housing developments will be addressed at a conceptual level of detail. No technical studies are anticipated.

If it is determined that land use changes are necessary to demonstrate adequate sites to accommodate the RHNA, we will work with staff to determine an appropriate course of action for those land use amendments and CEQA documentation, and assistance with those amendments, as well as any required housing-related Code amendments, can be provided as optional tasks (see below). Based on the nature of any required land use amendments, it is possible that more extensive analysis such as technical studies or an EIR may be necessary. It is not possible to quantify a budget for the CEQA analysis of land use changes until the nature and location of those changes are identified.

After the close of the public comment period we will prepare draft responses to any comments received as well as revisions to the CEQA analysis (if necessary) and appropriate CEQA findings for review by the City.

We will also prepare and file draft CEQA notices and assist Staff with Native American consultation requirements. The budget assumes that the City will be responsible for payment of all filing fees. It is assumed that the City will provide the distribution list for all CEQA notices as well as Native American tribes who have been contacted as part of other recent planning efforts.

As with the Housing Element documents, the budget assumes that digital files will be provided for each work product.

Work Products

- Administrative draft IS/ND or Addendum for city review
- Public review draft IS/ND or Addendum incorporating staff comments
- Preparation and posting of CEQA notices, including Native American consultation notices
- Final IS/ND or Addendum



Task 9
Public Hearings

This task includes participation in two Planning Commission public hearings and two City Council hearings. Mr. Douglas will provide a presentation at each meeting as directed by the City's Project Manager. We will also assist City staff in preparing public meeting notices for publication by the City, and prepare a draft staff report and supporting materials for each meeting.

Work Products

- Participation in four public hearings

Task 10
Final Housing Element

We will prepare a proposed final Housing Element, including any changes to the draft Element required by HCD, for Planning Commission review and City Council adoption. The due date for Housing Element adoption is expected to be October 15, 2021 and we will work closely with Staff to ensure that applicable deadlines and requirements are met. The budget assumes one Draft Housing Element submittal to HCD plus submittal of the adopted element.

Work Products

- Proposed Final Housing Element for Planning Commission and City Council review (electronic file)
- Adopted Housing Element for submittal to HCD (electronic file)

Task 11
HCD Review

In consultation with City staff, we will facilitate HCD review and certification of the Housing Element. Two rounds of HCD review are required by State law – first for the draft element and then for the adopted element. Mr. Douglas will prepare a summary of HCD comments on the draft Housing Element and work with City Staff to prepare appropriate revisions to address those comments. If HCD has additional comments on the adopted element, we will work with City staff to resolve those issues. It must be noted that the Housing Element is a policy document and we will advise City staff and decision-makers regarding certification requirements. However, since the Housing Element is ultimately subject to approval by the City Council, certification will be contingent on City acceptance of any policy changes required by HCD.

Work Products

- HCD coordination on the draft and adopted Housing Elements



Optional Tasks

Since the last Housing Element was prepared the State Legislature has adopted several significant changes to housing law, and additional changes continue to be introduced this year in Sacramento. The analysis of constraints (Task 5) will identify any City housing regulations that do not comply with current State requirements. As an optional task we can assist the City in drafting housing-related ordinances (such as ADU standards and accommodations for persons with disabilities or other special needs) that may be required based on current State law.

Based on SCAG's most recent draft RHNA methodology, it is possible that amendments to General Plan land use designations and zoning regulations could be required to demonstrate adequate sites to accommodate the new RHNA allocation.

If desired, we will work with the City to prepare a detailed scope of work to address these additional topics to ensure that the City remains in full compliance with State Housing Element law.



3. Project Management Plan

Proposed Schedule

Under State law the due date for adoption of 6th cycle Housing Elements in the SCAG region is expected to be October 15, 2021. (Note: as of this writing, SCAG has submitted a request to the Governor and State Legislature to delay the Housing Element due date April 2022, but no response has been announced.) We will work closely with City staff to ensure timely completion of the project. The following preliminary milestone schedule would achieve the State Housing Element deadline; however, this schedule will be subject to refinement during the course of the project in consultation with City staff.

Timeframe	Milestone
September 2020	Authorization to proceed
Sept – December 2020	Review current Housing Element Monitor SCAG RHNA process Housing Element analysis Public outreach & workshops
January – February 2021	Prepare Administrative Draft Housing Element Public outreach & workshops
March 2021	Staff review of Administrative Draft Housing Element
April 2021	Prepare Public Review Draft Housing Element
April - June 2021	HCD review & consultation
July - September 2021	Planning Commission & City Council hearings
September 2021	Submit adopted Housing Element to HCD (90-day review)

Communications Approach

Our approach to project management is to anticipate the City's needs and take personal responsibility for the success of the project. The budget assumes that ongoing coordination with City staff will occur via telephone and email. The frequency of communications will be dependent on the current work in progress – at critical times we may have several conversations in a short time span to resolve issues.

Quality Assurance/Quality Control Approach

As noted above, all of the work described in this proposal (with the exception of some document formatting and graphics) will be done personally by Mr. Douglas. As a result, the quality of our work is assured by having one person responsible for all aspects of the project. As demonstrated in Section 4, below, John is a recognized authority on Housing Elements as well as strategies for successful consensus-building, and is uniquely well-qualified to assist the City with this project.



4. Experience and Qualifications

Having a knowledgeable project team will be critical to successfully navigating the 6th cycle Housing Element process. John Douglas, AICP is the owner and sole member of JHD Planning LLC. Over the past 40 years Mr. Douglas has prepared approximately 100 Housing Element updates spanning all five Housing Element cycles that have occurred since 1980. Every Housing Element he has prepared has been certified by HCD as compliant with State law. Beach communities present special challenges due to Coastal Commission requirements, and John has successfully assisted many coastal cities including Manhattan Beach, Seal Beach, Laguna Beach, San Clemente, Santa Barbara, Carpinteria, Goleta, Pacific Grove, Carmel-by-the-Sea and Oceanside with their Housing Element updates. While he was Principal Planner with the City of Newport Beach in the 1990s, John was the City's liaison with the Coastal Commission on LCP and permitting issues.

John is also a lecturer in the urban planning program at UC Irvine where he teaches a graduate-level course on Housing Elements. He is also an experienced meeting facilitator and a State-certified mediator.

Unlike most planning consulting firms, we do not delegate work to junior staff. All of the work described in this proposal will be completed personally by Mr. Douglas. John's planning experience includes 15 years in local government planning agency management positions as well as over 20 years as a consultant to local governments. He is currently working with several Southern California cities on Housing Element updates, implementation, annual progress reporting, and RHNA coordination in preparation for the 6th Housing Element cycle.

While Mr. Douglas is a recognized authority on housing elements, his knowledge and experience includes a broad range of planning issues. As an example, he recently completed a comprehensive General Plan update and EIR for the City of Santa Paula in Ventura County. John was the principal author of both the General Plan and the EIR.

Housing Element law contains increasingly complex requirements involving land use policies, plans, regulations, and procedures. John's exceptional breadth of planning experience on "both sides of the counter" together with his thorough understanding of the political dynamics of local government planning enable him to help cities effectively integrate the Housing Element with the other General Plan Elements, zoning regulations and development review procedures.

His combination and depth of expertise in Housing Elements, land use planning and CEQA is one of the most important characteristics that distinguishes him from other consultants. John approaches every Housing Element update with the goal of obtaining State certification in a manner that is consistent with City policy to the greatest extent feasible.



Summary of Relevant Projects and References

Listed below are examples of projects completed personally by Mr. Douglas that are representative of the services to be provided for this project. All of the Housing Elements were certified by HCD as fully compliant with State law. A Summary of Qualifications and Mr. Douglas's resume are provided on the following pages. All of the work, other than some document formatting and graphics, will be completed personally by Mr. Douglas.

City of Hermosa Beach

4th & 5th cycle Housing Element updates, Code amendments & zone changes (2007-present)
Ken Robertson, AICP, Community Development Director
(310) 318-0242 krobertson@hermosabeach.gov

City of Malibu

4th & 5th cycle Housing Element updates, Code amendments & zone changes (2007-present)
Joyce Parker-Bozylinski, AICP, Planning Director (retired)
805-368-7236 jparkerbozylinski@gmail.com

City of Santa Paula

4th & 5th cycle Housing Element updates, Code amendments & zone changes (2007-2014)
Comprehensive General Plan update and Program EIR (2017-2020)
Jeff Mitchem, Planning Manager
805-933-4214 x284 jmitchem@spcity.org
Janna Minsk, AICP, Planning Director (retired)
805-644-2925 morandmi@aol.com

Jurisdictions Mr. Douglas is currently assisting include the following:

City of Aliso Viejo
City of Beverly Hills
City of Colton
City of Covina
City of Diamond Bar
City of Goleta
City of Grand Terrace
City of Hermosa Beach
City of Hidden Hills

City of Laguna Niguel
City of La Habra Heights
City of La Palma
City of Malibu
City of Manhattan Beach
City of Mission Viejo
City of Santa Paula
City of Seal Beach
City of Villa Park



HOUSING ELEMENT QUALIFICATIONS

JHD Planning, LLC is an urban and environmental planning consulting firm specializing in land use planning, housing policy, environmental analysis and CEQA documentation, public agency project management, public participation and conflict resolution.

John Douglas, AICP has more than four decades of experience in the planning field, including 15 years in public planning agency management. His previous consulting experience includes Director of Planning for Civic Solutions, Inc. and Senior Consultant with The Planning Center (now PlaceWorks). He has extensive experience working with state and regional agencies, elected officials, organizations and the public on land use, housing and environmental issues. John is also an experienced meeting facilitator and has worked with numerous committees and groups to develop consensus on complex and controversial issues involving land use, environmental planning, and affordable housing.

Mr. Douglas is one of the most experienced consultants in California in the preparation of housing elements. He has prepared approximately 100 certified housing element updates spanning all of the planning cycles since 1980 in a wide variety of jurisdictions ranging from rural counties to highly urbanized coastal cities. Mr. Douglas also teaches a graduate course on Housing Elements at the University of California, Irvine and has been a speaker at conferences of the League of California Cities, the City Attorneys Association of Los Angeles County and the American Planning Association. Jurisdictions he has assisted with housing elements and related projects include the following:

City of Aliso Viejo	City of Moorpark
City of Avenal	City of Oceanside
City of Banning	City of Ojai
City of Big Bear Lake	City of Oroville
City of Camarillo	City of Pacific Grove
City of Carmel-by-the-Sea	City of Palos Verdes Estates
City of Carpinteria	City of Paramount
City of Cathedral City	City of Placentia
City of Colton	City of Pleasant Hill
City of Corcoran	City of Port Hueneme
City of Covina	City of Rancho Santa Margarita
City of Culver City	City of Rolling Hills Estates
City of Diamond Bar	City of San Clemente
City of Fullerton	City of San Gabriel
City of Goleta	City of San Jacinto
City of Grand Terrace	City of Santa Barbara
City of Hanford	City of Santa Paula
City of Hermosa Beach	City of Seal Beach
City of Hidden Hills	City of Thousand Oaks
City of Industry	City of Tustin
City of Irvine	City of Upland
City of Laguna Beach	City of Ventura
City of Laguna Niguel	City of Villa Park
City of Lake Forest	City of Yucaipa
City of Lake Elsinore	County of El Dorado
City of La Palma	County of Kings
City of La Puente	County of Nevada
City of Lemoore	County of Orange
City of Malibu	County of Riverside
City of Manhattan Beach	County of San Bernardino
City of Mission Viejo	County of Santa Barbara

JHD Planning LLC donates 10% of its consulting fees to charities serving the jurisdictions where we work

PO Box 474, Shaver Lake, CA 93664
Tel: 714-803-2860 Email: John@JHDPlanning.net



RESUME

John Douglas, AICP

Qualifications	<p>Mr. Douglas has over 40 years of experience in the planning field. His primary areas of consulting practice include land use and housing policy, environmental analysis, project management, public participation and conflict resolution. His previous consulting experience includes Director of Planning for Civic Solutions, Inc. and Senior Project Manager with The Planning Center. From 1991–1998 John served as Principal Planner for the City of Newport Beach where his duties included advance planning, economic development, annexations, CDBG administration, managing the entitlement and CEQA review process, and coordination with the California Coastal Commission on permitting issues. From 1981–1991 he served with the Orange County Environmental Management Agency where he supervised staff in the areas of advance planning, demographic forecasting, housing policy, CEQA compliance and entitlement processing. During 1977–81 John was employed as a housing market analyst with a private real estate consulting firm. His planning experience began in 1974 with the City of Fresno.</p>
Highlights of Housing Element Experience	<p>Mr. Douglas has prepared or assisted in the preparation of approximately 100 housing elements covering all five planning cycles that have occurred since the comprehensive overhaul of State housing element law in 1980. All of the housing elements he has prepared have been found in substantial compliance with State law by the California Department of Housing and Community Development. He also teaches a graduate course on housing elements at the University of California, Irvine. In 2008 and 2012, John was a speaker at the annual conferences of the City Attorney's Association of Los Angeles County on the topic of housing element requirements. In addition to preparing housing elements, Mr. Douglas has assisted numerous cities and counties with housing element implementation measures such as general plan and zoning amendments. In 2010 he co-authored <i>Housing Element Challenges and Opportunities in the SB 375 Era</i>, published by the San Diego Chapter of the American Planning Association.</p>
Education	<ul style="list-style-type: none">• B.A., University of California, Los Angeles, Geography (1974)• Graduate Studies, San Diego State University, City Planning (1976–77)• Certificate in Alternative Dispute Resolution, UC Irvine (2000)
Professional Affiliations	<ul style="list-style-type: none">• Lecturer, Graduate Program in Urban & Regional Planning, UC Irvine• Life Member, American Institute of Certified Planners• Charter Member, American Planning Association
Community Activities	<p>In addition to his consulting and teaching activities, John serves as an elected representative on two County Service Area citizen's advisory committees with oversight responsibilities related to water and wastewater systems, road maintenance, fire protection, and recreational facilities.</p>



5. Required Forms

Please see forms on the following pages



6.2 Required Forms

6.2.1 Certification of Proposal

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

1. Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
2. By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
3. Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
4. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
5. The proposal response includes all of the commentary, figures and data required by the Request for Proposal
6. The proposal shall be valid for 90 days from the date of submittal.
7. Proposer acknowledges that the City may issue addendums related to this RFP and that the proposer has reviewed the following addendums which have been issued:

Addendum: _____

Addendum: _____

Addendum: _____

Addendum: _____

8. Proposer further acknowledges the provisions of any addendums issued have been incorporated into their proposal.

Signature of Authorized Representative:



Printed Name and Title:

____ John Douglas, AICP, Principal _____

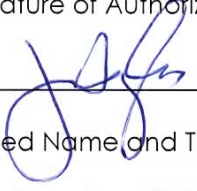


6.2.2 Non-Collusion Affidavit

The undersigned declares states and certifies that:

1. This proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. This proposal is genuine and not collusive or sham.
3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal or to refrain from submitting to this RFP.
4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Hermosa Beach or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.
7. I have not entered into any arrangement or agreement with any City of Hermosa Beach public officer in connection with this proposal.
8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative:



Printed Name and Title:

John Douglas, AICP, Principal _____



6.2.3 Compliance with Insurance Requirements

The selected consultant will be expected to comply with the City's insurance requirements contained within this RFP.

The undersigned declares states and certifies that:

1. Proposer agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal.
2. If selected, proposer agrees to accept all conditions and requirements as contained therein.

Signature of Authorized Representative:



Printed Name and Title:

John Douglas, AICP, Principal _____

6.2.4 Acknowledgement of Professional Services Agreement

The selected consultant will be expected to comply with and sign the City's Professional Services Agreement. Proposers should identify and/or indicate any exceptions to the Sample Professional Services Agreement included in Section 6.2. The City Attorney or their designee retains the discretion to accept or reject proposed exceptions or modifications to the City's Professional Services Agreement.

1. Proposer agrees, acknowledges and is fully aware of the conditions specified in the City's Sample Professional Services Agreement.
2. Proposer agrees to accept all conditions and requirements as contained therein with exceptions noted as follows:

____Modifications will be requested consistent with our current Professional Services Agreement_____

Signature of Authorized Representative:



Printed Name and Title:

John Douglas, AICP, Principal_____



6. Fee Schedule

Our proposed budget for the Housing Element update is shown below. Additional tasks can be provided on a time-and-materials basis. Reimbursable expenses are billed at actual cost with no surcharge. We do not charge for travel expenses, and travel time to/from meetings is included in the budget for each meeting.

We commit to donating 10% of our consulting fees to charities of the City's choice that serve the communities where we work.

Task	Description	JD	WP	Total Hours	Cost
1	Project Management & Coordination	20		20	\$3,000
2	Project Initiation	12		12	\$1,800
3	Evaluation of the Current Housing Element	24		24	\$3,600
4	Public Engagement	80		80	\$12,000
5	Assessment & Analysis	200	40	240	\$32,600
6	Planning Commission & City Council Workshops (2)	32		32	\$4,800
7	Draft Housing Element	40	20	60	\$7,300
8	CEQA Compliance	60		60	\$9,000
9	Public Hearings (4)	64		64	\$9,600
10	Final Housing Element	20	8	28	\$3,520
11	HCD Review	40		40	\$6,000
Total Labor		592	68	660	\$93,220
Hourly Rate		\$150	\$65		
Reimbursable Expenses		(See table below)			\$100
Total Labor + Expenses					\$93,320

JD = John Douglas, AICP, Principal

WP = Graphics/word processing

Reimbursable Expenses	
Travel/mileage	No charge
Postage/deliveries/printing/supplies	\$100
Total	\$100

Notes:

1) Travel time and expenses are included in the budget for each task.