

# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report



March 16, 2021

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT (PSA) TO PREPARE A HOUSING ELEMENT FOR THE 6<sup>TH</sup> REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) CYCLE.**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve a Professional Services Agreement (PSA) with JHD Planning LLC (JHD) to prepare the RHNA 6<sup>th</sup> Cycle Housing Element and related documents for a not-to-exceed amount of \$40,000; and
2. Appropriate the amount of \$40,000 from the LEAP Grant approved by the State, up to \$150,000 is to be reimbursed to the City by the State; and
3. Authorize the City Manager to execute the PSA.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

State law requires all California cities to adopt a General Plan, which includes a Housing Element. Cities in the Southern California Association of Governments ("SCAG") region must update the Housing Element on an 8-year schedule, and are required to adopt a Housing Element update for the 6th planning cycle (2021-2028) in October 15, 2021. Cities that did not adopt a Housing Element update within 120 days of the due date are deemed "out of compliance" with State law and subsequent updates are required on a 4-year cycle until the city has adopted two consecutive Housing Elements in a timely manner.

The objective is to enable the City to obtain a finding of substantial compliance ("certification") by Housing and Community Development (HCD) for the 2021-2029 Housing Element in a manner that is acceptable to the City Council. In addition to preparing a compliant Housing Element, amendments to the General Plan Land Use Element and Development Code will also be required in order to achieve full certification.

# **CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT TO PREPARE A HOUSING ELEMENT FOR THE 6<sup>TH</sup> REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) CYCLE.**

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## **Annual Housing Element Reports**

State law requires cities to submit annual reports to HCD and the Office of Planning and Research (OPR) regarding housing production and progress in Housing Element program implementation. Recent amendments to State law place greater importance on timely submittal of annual reports. JHD will provide assistance to the City to make sure the report for calendar year 2020 is in compliance. Annual reports must be reviewed by the City Council at a public meeting and submitted to HCD and OPR no later than April 1st each year.

## **Housing Element**

State law requires each city in the SCAG region to prepare an updated Housing Element for the 6th planning cycle (2021-2028). JHD will work with City staff to prepare a draft Housing Element that satisfies the requirements of State law. The budget assumes that City staff will provide the land use data required to compile an inventory of potential housing sites, which may include new field surveys and investigations. If new field research is necessary, JHD will provide survey forms and guidance to City staff.

## **Implementation Amendments**

General Plan and zoning implementation amendments will be necessary to obtain full certification of the Housing Element. These amendments will be identified as part of the constraints analysis during preparation of the Housing Element and are expected to include regulations. To the extent possible, CEQA documentation for these amendments will be included as part of the CEQA analysis for the Housing Element. To the extent possible, public hearings for these amendments will be scheduled concurrently with Housing Element hearings.

Staff reviewed the proposal and found that it sufficiently covers the areas that are required by the state. In this proposal, the JHD will provide assistance to City Staff in preparing the annual reports, the housing element, and General Plan Amendments.

## **LEGAL REQUIREMENT**

Typically, local municipalities are required to procure such services through a traditional Request for Qualifications (RFQ) or Request for Proposal (RFP) process. However, the City's Municipal Code provides exceptions to the RFP procurement process. Specifically, Huntington Park Municipal Code: 2-5.19 provides the following:

"(4) When subjective criteria are necessary to evaluate the proposals; Persons designated by the City Manager shall negotiate for the authorized service. Proposals shall be submitted whenever practicable from at least three (3) firms, except in those cases where a service firm has established such a successful past history of work with the City that it is clearly in the public interest not to negotiate with any other source. The contract

**CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT TO PREPARE A HOUSING ELEMENT FOR THE 6<sup>TH</sup> REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) CYCLE.**

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for professional services should be awarded to the entity that will provide the best possible service to the City for the best value”.

In this case, the City has time constraints and JHD offers a customized approach to providing this specialized service. Given JHD expertise, and very high record of successful prepared housing elements submitted to the State, City staff believes JHD will provide this specialized service at a rate that ensures the best value and service.

Additionally, the Huntington Park Municipal Code includes an exception to the RFP process where the vendor is the only source of the service (HPMC Section 2-5.14.). Here, City staff sent a request for services correspondence to more than 14 consultants and half of them replied stating that they couldn't take upon additional work and the other half didn't reply. Therefore, staff recommends the award of the professional services contract to JHD relying upon the Huntington Park Municipal Code's sole source exception. Notably, per this code "Formal bidding requirements shall be waived in areas where only a single vendor can reasonably provide the service, product or project being purchased. The Purchasing Agent will establish requirements and procedures for sole source purchases." The City believes JHD meets the following criteria: 1) Only one known source that can provide the commodity or service at this time, 2) Unique source (commodity/service is unique/special in nature), and 3) Compatibility (e.g., a public safety agency requiring a specific piece of equipment to be compatible with an existing equipment system).

**FISCAL IMPACT/FINANCING**

JHD will conduct and provide the services in their proposal and in collaboration with City staff. Recommendations include payment for this service from the LEAP Grant provided by the State. Staff recommends approval of JHD's PSA for not-to-exceed amount of \$40,000.

**CONCLUSION**

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



**RICARDO REYES**  
City Manager

**CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICES AGREEMENT  
TO PREPARE A HOUSING ELEMENT FOR THE 6<sup>TH</sup> REGIONAL HOUSING NEEDS  
ASSESSMENT (RHNA) CYCLE.**

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**SERGIO INFANZON**  
Director of Community Development

**ATTACHMENT(S)**

- A. JHD Planning, LLC Professional Services Agreement
- B. JHD Planning Housing Element Qualifications

**ATTACHMENT A**



## **PROFESSIONAL SERVICES AGREEMENT**

### **1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Huntington Park, a California municipal corporation ("City"), and JHD Planning LLC a California limited liability company ("Consultant").

### **2. RECITALS**

- 2.1 City has determined that it requires professional services from a consultant to assist in the preparation of the 2021 Housing Element update and related services.
- 2.2 Consultant 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. Consultant 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.

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

### **3. DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": March 16, 2021.
- 3.4 "Expiration Date": March 16, 2022.

### **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. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services

(Exhibit A). City shall have the right to request, in writing, changes in the Scope of Services. 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. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Forty thousand dollars (\$40,000.00) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California and in a manner reasonably satisfactory to City. Consultant 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, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant 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 Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

## **6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5 of this Agreement above.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments



made to Consultant unless otherwise required by law.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Consultant 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 Consultant.

## **8. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant 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 Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

## **9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant 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.

## **10. INDEMNIFICATION**

In the event of a legal challenge to any City decision, action or inaction related to Consultant's scope of work, including but not limited to approval of or failure to approve any plan, policy, development entitlement, ordinance, regulation, CEQA document or technical study, City shall indemnify, defend and hold Consultant harmless. City acknowledges that Consultant has no obligation to provide a legal defense to the City in connection with any such challenge.

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
  - 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
  - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of Two hundred fifty thousand Dollars (\$250,000) per person and Five hundred thousand dollars (\$500,000) per incident.
  - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
  - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.
- 11.3 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.

- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may immediately terminate this Agreement.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.
- 11.6 Consultant shall provide proof to the 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. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability policy of insurance required by this Agreement shall contain an endorsement naming City and its officers and employees as additional insureds and shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City.
- 11.8 The insurance provided by Consultant shall be primary to any 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 Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City.

## **12. MUTUAL COOPERATION**

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

claim or action. City shall reimburse Consultant for such assistance on a time-and-materials basis at the billing rates specified in Exhibit B.

**13. RECORDS AND INSPECTIONS**

- 13.1 Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 13.2 The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting. These records will be made available for audit purposes to the City or any authorized representative, and will be retained three years after the expiration of this Agreement unless permission to destroy them is granted by the City. (24 CFR Part 8.4, Sec. 84.53).

**14. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant'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. NOTICES**

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 Consultant'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:	If to Consultant:
City of Huntington Park	JHD Planning LLC
Sergio Infanzon	P.O. Box 474
Director of Community Development	Shaver Lake, CA 93664
6550 Miles Avenue	
Huntington Park, CA 90255	

## **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 shall have the right to terminate this Agreement for any reason on thirty (30) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty (30) calendar days' written notice to City. Consultant 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, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.
- 17.3 This Agreement may be terminated by either party, if there has been a material default or breach on the part of the other party in any of its representations, warranties, covenants, or obligations contained in this Agreement and such default or breach is not cured within ninety (90) days following written notification from the non-breaching party.

**18. GENERAL PROVISIONS**

- 18.1 Consultant 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 Consultant.
- 18.2 In the performance of this Agreement, Consultant 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 The captions appearing at the commencement of the sections hereof, and in any 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 thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and 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 neuter form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained 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 herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by a representative authorized to bind the party asserted to have consented to the waiver.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents reasonable evidence that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 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 shall be 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 of 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. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

- 18.7 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.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 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 City and Consultant with respect to the transactions contemplated herein. No other 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 Consultant.

## **19 PREVAILING WAGE LAW**

- 19.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more,

Consultant agrees to fully comply with such Prevailing Wage Laws.

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

**“City”**  
City of Huntington Park

**“Consultant”**  
JHD Planning LLC

By \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
John Douglas, AICP, Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_



# EXHIBIT A SCOPE OF WORK

**JHD Planning LLC**  
Planning Consultants

## **SCOPE OF WORK ON-CALL PLANNING SERVICES RELATED TO THE HUNTINGTON PARK HOUSING ELEMENT**

### **Overview**

Each city in the SCAG region is required to prepare a Housing Element update for the 2021-2029 planning period. This proposal includes assistance to the City in its preparation of the 2021 Housing Element and any related actions as may be necessary, such as zoning amendments and preparation of annual progress reports.

The due date for adoption of the 2021 Housing Element update is October 15, 2021. JHD Planning LLC will work cooperatively with City staff toward this target completion date; however, since a number of factors beyond our control will affect the overall schedule, we cannot guarantee that the City's adoption of the Housing Element will occur by that date. We will advise City staff regarding potential strategies for expediting completion of the Housing Element.

### **Scope of Work**

Under the direction of the City's Project Manager, services may include the following:

- Assistance to City staff in preparing annual reports for submittal to HCD
- Advise City staff regarding State Housing Element requirements
- Provide training and assistance to City staff in preparing the 2021 Housing Element update
- Provide training and assistance to City staff regarding General Plan amendments and zoning amendments that may be required pursuant to State housing law
- Monitor changes to State law and advise the City regarding issues that affect the Housing Element update
- Provide guidance and assistance to the City in preparing grant applications

### **Proposed Budget**

A budget of \$40,000 is proposed with work billed on a time-and-materials basis at an hourly rate of \$150. If required, other expenses are billed at actual cost with no markup.

*JHD Planning commits to donating 10% of our consulting fees to local charities of the City's choice.*

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

<b>Job Classification</b>	<b>Hourly Rate</b>
Principal	\$150
Graphics/word processing	\$75
Reimbursable expenses billed at actual cost with no markup	

**ATTACHMENT B**



## 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 Mission Viejo
City of Avenal	City of Moorpark
City of Banning	City of Oceanside
City of Beverly Hills	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 Habra Heights	County of Kings
City of La Palma	County of Nevada
City of La Puente	County of Orange
City of Lemoore	County of Riverside
City of Malibu	County of San Bernardino
City of Manhattan Beach	County of Santa Barbara

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

