

**TOWN OF  
APPLE VALLEY, CALIFORNIA  
AGENDA MATTER**

**SUBJECT ITEM:**

**Professional Services Agreement for the Preparation of the Five-Year Consolidated Plan and Analysis of Impediments to Fair Housing Choice for the Period Covering 2012 – 2016.**

**BACKGROUND:**

As Council may recall, an agenda item was brought forth by the Housing Section on June 28, 2011, which included a request to issue a Request for Proposals (RFP) for consulting services for the preparation of the Five-Year Consolidated Plan, First Year Action Plan, and Analysis of Impediments to Fair Housing for the period covering 2012 – 2016.

As an entitlement jurisdiction(s) for both the Community Development Block Grant (CDBG) Program and Home Investment Partnerships Program (HOME), the Town of Apple Valley and the Apple Valley HOME Consortium are required to develop and submit to the U.S. Department of Housing and Urban Development (HUD) a new five-year Consolidated Plan for 2012-2016. The Plan is due to HUD on May 15, 2012. This labor-intensive task includes development of a Community Development Needs Assessment, a Strategic Plan, a one-year Action Plan for each jurisdiction and an Analysis of Impediments to Fair Housing.

The Town's Home Investment Partnership (HOME) grant is authorized under Title II of the Cranston-Gonzales National Affordable Housing Act of 1990. HOME funds are required to be used for affordable housing activities. In order to meet the threshold of obtaining HOME entitlement status with HUD, the City of Victorville and Apple Valley formed a HOME Consortium in 2004, designating the Town of Apple Valley as the lead entity. As a result of this action, both communities receive an annual allocation of funds. In 2010, the Consortium agreement was renewed for another three-year term.

(Continued)

**Recommended Action:**

That The Town Council Approve An Agreement Between The Town Of Apple Valley And Veronica Tam And Associates For The Preparation Of The Consolidated Plan, First Year Action Plan, And The Analysis Of Impediments To Fair Housing In An Amount Not-To-Exceed \$49,955.00 And Authorize The Town Manager To Execute The Agreement On Behalf Of The Town.

**Proposed by:**      Assistant Town Manager, Econ & Comm. Dev.      **Item Number** \_\_\_\_\_

**T. M. Approval:** \_\_\_\_\_      **Budgeted Item**     **Yes**     **No**     **N/A**

**Professional Services Agreement for the Preparation of the Five-Year Consolidated Plan and Analysis of Impediments to Fair Housing Choice for the Period Covering 2012 – 2016**

On July 7, 2011, the Town of Apple Valley and the Apple Valley HOME Consortium issued a Request for Proposals to obtain the services of a consultant for the preparation of the Five-Year Consolidated Plan, First-Year Action Plans for the Town of Apple Valley and the City of Victorville, and an Analysis of Impediments to Fair Housing Choice for the period covering 2012 – 2016. The Town received a total of five (5) responses to the Request for Proposals from the following firms:

- Veronica Tam and Associates/Hogle-Ireland, Inc., Pasadena, CA
- BBC Research and Consulting, Denver, CO
- Castaneda and Associates, Riverside, CA
- Mintier Harnish/Vernazza Wolfe Associates, Inc., Sacramento, CA
- The Ramsay Group, Santa Clarita, CA

The Review Panel interviewed principals from the following consulting firms: Veronica Tam and Associates/Hogle-Ireland, Inc., BBC Research and Consulting, and Castaneda and Associates. As a result of proposal review and consultant interviews, Veronica Tam and Associates, in partnership with Hogle-Ireland, Inc., was determined to have submitted the best proposal and be the most responsive consulting firm.

Veronica Tam and Associates is a consulting firm that has extensive experience in assisting cities with the development of Consolidated Plans and Analysis of Impediments to Fair Housing Choice documents. The proposed Scope of Work will include providing statistical and analytical information pertaining to Apple Valley's and Victorville's housing markets and socioeconomic conditions, an overall assessment of Consortium's housing needs, the nature and extent of homelessness, an inventory of assisted housing units, estimates of the number of housing units occupied by lower income households, the extent of lead based paint hazards, a summary of impediments to fair housing choice, and public and private resources and opportunities for encouraging affordable housing development and provision of support services.

In addition, the Consolidated Plan will describe non-housing community development needs for services and facilities to include, but not be limited to, economic development, public facilities, infrastructure improvements, public and supportive services, code enforcement and fair housing. The total cost of providing these services is a not-to-exceed cost of \$49,955. As this is an eligible CDBG/HOME expense, funds have been set aside to cover the cost and the payment of such cost will be divided with the City of Victorville. The proposed agreement and proposal are attached for your information.

**TOWN OF APPLE VALLEY**  
**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 27th day of September, 2011, by and between the Town of Apple Valley, a municipal corporation organized under the laws of the State of California with its principal place of business at 14955 Dale Evans Parkway, Apple Valley, California 92307 ("Town") and Veronica Tam and Associates, LLC with its principal place of business at 107 South Fair Oaks Avenue, Pasadena, California 91105 ("Consultant"). Town and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

**1. RECITALS.**

The purpose of this Agreement is to allow the Town to procure the services of an experienced professional firm to assist in the Preparation of a Five-Year Consolidated Plan and Analysis of Impediments to Fair Housing Choice The Consultant will prepare said documents as further described in the Request for Proposal (RFP) pursuant to the U.S. Housing and Urban Development Department (HUD) requirements.

- 1.1. Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Town on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Consolidated Planning and Analysis of Impediments to Fair Housing Choice services to public clients, is licensed in the State of California, and is familiar with the plans of Town.
- 1.2. Project. Town desires to engage Consultant to render such services for the preparation of a Five-Year Consolidated Plan and Analysis of Impediments to Fair Housing Choice as set forth in this Agreement.

**2. TERMS.**

2.1. Scope of Services and Term.

- 2.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional preparation of the Five-Year Consolidated Plan and Analysis of Impediments to Fair Housing Choice. The Services are more particularly described in Exhibit "A" to the Consolidated Plan, Exhibit "C" to the Analysis of Impediments to Fair Housing Choice (AI) and Exhibit "F" Addendum to the Consolidated Plan and Analysis of Impediments to Fair Housing Choice (AI) attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.
- 2.1.2 Term. The term of this Agreement shall be from one year from date of execution, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

2.2. Responsibilities of Consultant.

- 2.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Town retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Town and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 2.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" and Exhibit "D" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Town shall respond to Consultant's submittals in a timely manner. Upon request of Town, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 2.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Town.
- 2.2.4 Substitution of Key Personnel. Consultant has represented to Town that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Town. In the event that Town and Consultant cannot agree as to the substitution of key personnel, Town shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Town, or who are determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Town. The key personnel for performance of this Agreement are as follows: Veronica Tam, Genevieve Sharrow, Laura Stetson, Rick Brady, and Jessica Suimanjaya.

- 2.2.5 Town's Representative. The Town hereby designates the Assistant Town Manager/Director of Economic & Community Development, or his or her designee, to act as its representative for the performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the Town's Representative or his or her designee.
- 2.2.6 Consultant's Representative. Consultant hereby designates Veronica Tam, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 2.2.7 Coordination of Services. Consultant agrees to work closely with Town staff in the performance of Services and shall be available to Town's staff, consultants and other staff at all reasonable times.
- 2.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Town Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Town, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 2.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any

manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law.

Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Town, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Town, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

- i. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- ii. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

### 2.3. Insurance.

2.3.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Town to terminate this Agreement for cause.

2.3.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- i. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ii. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence; \$2,000,000 aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit.

2.3.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the Town to add the following provisions to the insurance policies:

- i. General Liability. The general liability policy shall be endorsed to state that: (1) the Town, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Town, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Town, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
- ii. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Town, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- iii. All Coverage(s). Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of

warranties, shall not affect coverage provided to the Town, its directors, officials, officers, employees, agents, and volunteers.

- 2.3.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Town, its directors, officials, officers, employees, agents, and volunteers.
- 2.3.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Town. Consultant shall guarantee that, at the option of the Town, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- 2.3.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the Town.
- 2.3.7 Verification of Coverage. Consultant shall furnish Town with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Town if requested. All certificates and endorsements must be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2.3.8 Reporting of Claims. Consultant shall report to the Town, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.
- 2.3.9 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.



2.3.10 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

2.4. Fees and Payments.

2.4.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "E" attached hereto and incorporated herein by reference. The total compensation shall not exceed Forty-nine thousand, nine hundred fifty five dollars and no/100 dollars (\$49,955) without written approval of Town's Assistant Town Manager/Economic & Community Development Department. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

2.4.2 Payment of Compensation. Consultant shall submit to Town a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Town shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

2.4.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Town.

2.4.4 Extra Work. At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Town's Representative.

2.4.5 Prevailing Wages. 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 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services 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. Town shall provide Consultant with a copy of the prevailing rates of per diem wages in effect

at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Town, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

2.5. Termination of Agreement.

2.5.1 Grounds for Termination. Town may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Town, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

2.5.2 Effect of Termination. If this Agreement is terminated as provided herein, Town may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

2.5.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

2.6. Ownership of Materials and Confidentiality.

2.6.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the Property of Town, and shall not be used in whole or in substantial part by Consultant on other projects without the Town's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to Town reproducible copies of all Documents & Data, in a form and amount required by Town. Town reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by Town at the actual cost of duplication. In the event of a dispute

regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to Town upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to Town any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to Town upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify Town and provide Town with the opportunity to obtain the documents.

- 2.6.2 Sub-consultants. Consultant shall require all subconsultants to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its sub-consultants, or those provided to Consultant by the Town.
- 2.6.3 Right to Use. Town shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at Town's sole risk. If Town uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the Town upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.
- 2.6.4 Indemnification. Consultant shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Town of the Documents & Data, including any method, process, product, or concept specified or depicted.
- 2.6.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents &

Data shall not, without the prior written consent of Town, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that it is an Equal Opportunity or Affirmative Action employer.

## 2.7 Lobbying

The Consultant hereby certifies that:

- 2.7.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2.7.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- 2.7.3 It will require that the language of paragraph 2.7.4 of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- 2.7.4 **Lobbying Certification**  

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 3. GENERAL PROVISIONS.

### 3.1 Reporting and Payment Procedures

- 3.1.1 Indirect Costs. If indirect costs are charged, the Consultant will develop an indirect cost allocation plan for determining the appropriate share of Consultant's administrative costs and shall submit such plan to the Town for approval, in a form specified by the Town.
- 3.1.2 Progress Reports. The Consultant shall submit regular progress reports to the Town in the form, content, and frequency as required by the Town.

### 3.2 Termination And Termination Costs

This Agreement may be terminated for any reason or for no cause, in whole or in part, at any time by either party upon giving thirty (30) days notice in writing to the other party. Notice shall include the information required for termination for convenience, as provided in the provisions of federal, state and local laws, rules or regulations including those regulations found at 24 CFR Part 85.44, Termination for Convenience. The Town is hereby empowered to give said notice.

The Town may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in CDBG funds for the Agreement activity or if for any reason the timely completion of the work under this Agreement is rendered improbable, infeasible or impossible. If the Consultant materially fails to comply with any term of this Agreement, the Town may take one or more of the actions provided under federal, state and local laws, rules and regulations, including those federal regulations located at 24 CFR Part 85.43, Enforcement, which include temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the grant allocation, withholding future grant allocations, and other remedies that are legally available. In such event, the Consultant shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have not been previously reimbursed, to the date of said termination to the extent that CDBG funds are available from HUD.

## 4. **OTHER FEDERAL REQUIREMENTS.**

### 4.1 Procurement Practices; Conflict of Interest

Consultant will comply with procurement procedures and guidelines established by 24 CFR, Part 85.36 (d) (1), Consultant "Procurement Standards". In addition to the specific requirements of 24 CFR, Part 85, Consultant shall maintain a code or standards of conduct which shall govern the performance of its officers, employees or agents in contracting with and expending the federal grant funds made available to Consultant under this Agreement. Consultant officers, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible by state law, rules and regulations, the standards adopted by Consultant shall provide for penalties, sanctions or disciplinary actions to be applied for violations of such standards by the Consultant's officers, employees or agents, or by contractors or their agents. Consultant shall provide a copy of the code or standards adopted to Town forthwith. All procurement transactions without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition. The Consultant shall

be alert to organizational conflicts of interest or non-competitive practices among contractors which may restrict or eliminate competition or otherwise restrain trade. Consultant agrees to adhere to conflict of interest provisions set forth in 24 CFR Section 570.611 and to the procurement rules specified in 24 CFR, Part 85.36, in its expenditure of all funds received under this Agreement.

4.2 Affirmative Action and Contract Compliance

4.2.1 Consultant shall make every effort to ensure that all projects funded wholly or in part by HUD funds shall provide equal employment and career advancement opportunities for small businesses, minorities, and women. In addition, Consultant shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

4.2.2 Consultant shall comply with Executive Orders 11246 (Equal Employment Opportunity), 11375 (amending E.O. 11246), 11625 (Minority Business Enterprise), 12138 (National Women's Business Enterprise), 12432 (Minority Business Enterprise Development), 12250 (Leadership and Coordination of Nondiscrimination Laws), Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, applicable California Public Contracts Code, and other applicable federal, state, and local laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

4.2.3 Affirmative Action

i. Approved Plan

The Consultant agrees that it shall be committed to carry out an Affirmative Action Plan/Program in keeping with the principles as provided in President's Executive Order 11246 (Equal Employment Opportunity) as amended by Executive Orders 11375, 11478, 12086, 12107 and 13279.

ii. Small, Minority and Women-owned Business Enterprise

The Consultant will use its best efforts to afford small, minority, and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority group members" are those groups of United States citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. Consultant may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. Access to Records

The Consultant shall furnish and cause each of its own Consultants or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Town, HUD or its agent, or other authorized Federal officials

for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. EEO/AA Statement

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that it is an Equal Opportunity or Affirmative Action employer.

4.3 Equal Employment Opportunity

4.3.1 Consultant agrees to comply with all Federal Statutes relating to equal opportunity and non-discrimination including but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;
- ii. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1686), which prohibits discrimination on the basis of sex;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age;
- v. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing.

**5. COMPLIANCE WITH OTHER PROGRAM REQUIREMENTS**

5.1 Consultant shall comply with all applicable federal laws and regulations set forth under the Subpart K of 24 CFR Part 570:

- 5.1.1 24 CFR Part 570.607 - Employment and Contracting Opportunities Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 CFR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.
- 5.1.2 24 CFR Part 570.609 – Prohibition of Use of Debarred, Suspended or Ineligible Contractors or Consultants. The requirements set forth in 24 CFR Part 5 apply to this program.
- 5.1.3 24 CFR Part 570.610 – Uniform Administrative Requirements and Cost Principles The Grantee, its agencies or instrumentalities, and Consultant shall comply with the policies, guidelines, and requirements of 24 CFR

Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122, A-133 (implemented at 24 CFR Part 45), and A-128 (implemented at 24 CFR Part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR Parts 84 and 85 are set forth at 24 CFR Part 570.502.

5.1.4 24 CFR Part 560.611 - Conflict of Interest. In the procurement of supplies, equipment, construction, and services by recipients and by Consultants, the conflict of interest provisions in 24 CFR Part 85.36 and 84.42, respectively, shall apply. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the Town, or of Consultant who exercise or have exercised any functions or responsibilities with respect to HUD funded activities assisted under this contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HUD-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a HUD-assisted activity, or with respect to the proceeds of the HUD-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

Veronica Tam and Associates  
107 S. Fair Oaks Avenue, Suite 212  
Pasadena, CA 91105

**Town:**

Assistant Town Manager  
Town of Apple Valley  
14975 Dale Evans Parkway  
Apple Valley, California 92307  
Attention: Cindy Amagrande  
Economic & Community Development Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.



### 5.3 Indemnification.

- 5.3.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.
- 5.3.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of Town's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against Town or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Town for the cost of any settlement paid by Town or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Consultant shall reimburse Town and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials, officers, employees, agents, or volunteers.
- 5.4 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 5.5 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 5.6 Town's Right to Employ Other Consultants. Town reserves right to employ other consultants in connection with this Project.

- 5.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.
- 5.8 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 5.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to Town include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.
- 5.10 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 5.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 5.12 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 5.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 5.14 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the Town's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 5.15 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

- 5.16 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.
- 5.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 5.17.1 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 5.17.2 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE  
TO  
TOWN OF APPLE VALLEY  
PROFESSIONAL SERVICES AGREEMENT**

**TOWN OF APPLE VALLEY**

**Veronica Tam and Associates**

By: \_\_\_\_\_  
Frank Robinson, Town Manager

By: \_\_\_\_\_  
Veronica Tam

ATTEST:

\_\_\_\_\_  
Ms. La Vonda M. Pearson, Town Clerk

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Kenneth J. Henderson, Assistant Town Manager/  
Economic & Community Development

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

\_\_\_\_\_  
John Brown, Town Attorney

Council Meeting Date: 09/27/11

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**FIVE-YEAR CONSOLIDATED PLAN/ANNUAL ACTION PLAN**

1. Project initiation meeting or conference call with Consortium staff to discuss the scope of work and schedule for the Consolidated Plan.
2. Conduct conference calls or meetings with Consortium staff before and after each phase of the scope of work is completed to receive staff comments
3. Prepare a HUD-approved Consolidated Plan which addresses each required element pursuant to federal regulations as well as Part 570 of Chapter 24 of the Code of Federal Regulations. In order to provide a clear snapshot of the Consortium's current conditions and needs, data will be based on the most updated information available from a source approved by Consortium staff. HUD Consolidated Plan tables will be included as an appendix in the Five-Year Consolidated Plan/Annual Action Plan using the most current versions from HUD's Consolidated Plan Management Process (CPMP tool).
  - a. Prepare a Needs Assessment to include the following topics:
    - i. Housing needs of non-homeless special needs groups
    - ii. Homeless and at-risk of homelessness
    - iii. Disproportionate need of racial/ethnic groups
    - iv. Lead-based paint hazards
    - v. Housing market conditions
    - vi. Public and assisted housing
    - vii. Barriers to affordable housing
    - viii. Public/community facility improvements
    - ix. Economic development
    - x. Planning and administration
4. Prepare a Strategic Plan and HUD required Consolidated Plan Tables to include the following elements:
  - a. Housing Market Analysis Worksheet
  - b. Priority Housing Needs Worksheet
  - c. Homeless Needs Worksheet

- d. Community Development Worksheet
  - e. Non-Homeless Special Needs Worksheet
5. Develop new strategies, objectives, priorities, expected outcomes, accomplishments, and programs for inclusion in the Consolidated Plan.
  6. Conduct consultation/community meetings with private agencies, public agencies, and not for profit groups as required. Conduct telephone interviews of agencies and organizations regarding housing and community development issues as needed. The Consultant is responsible for preparing agendas, surveys, handouts, and other presentation materials, as appropriate, as well as providing minutes and tabulating surveys.
    - a. Conduct two (2) interactive community workshops – one (1) in Apple Valley and one (1) in Victorville. These meetings will be targeted at the broad community to illicit input from the communities regarding preferred allocation of CDBG resources.
      - i. Conduct a Focused Group meeting, one (1) in Apple Valley and one (1) in Victorville for housing professionals, service providers, and public agencies on housing and community development and fair housing issues.
    - b. Develop and tabulate results for one (1) community survey for incorporation into the Five-Year Consolidated Plan/Annual Action Plan
    - c. Attend two (2) public hearings for the adoption of the Consolidated Plan and Analysis of Impediments to Fair Housing – one for the Town of Apple Valley and one for the City of Victorville. Complete other additional specific actions as required by HUD.
  7. Prepare a One-Year Action Plan for each jurisdiction pursuant to federal regulations; each jurisdiction will conduct its own solicitation process.
    - a. Utilize the CPMP tool to provide consistency with the Consolidated Plan.
    - b. Prepare all narrative responses, forms, tables, projects lists and certification documents as required by HUD.
    - c. Each jurisdiction in the HOME Consortium will have separate CDBG projects and activities. Identify funding sources and describe the activities to be undertaken during the year.
    - d. Each jurisdiction in the HOME Consortium receives a proportionate share of HOME entitlement funds under one project; however, each jurisdiction will have separate HOME activities. Identify funding sources and describe the activities to be undertaken during the year.

- e. Revise documents as necessary to address comments from HUD during the 45-day review period.
1. Deliverables (Consolidated Plan)
- a. Final Draft Consolidated Plan approved by Council
  - b. Final Draft Action Plan for each jurisdiction
  - c. 2 hard copies
  - d. 2 electronic copies (Microsoft Word 2003 or 2007 format) or CD
  - e. HUD-approved Consolidated Plan

**EXHIBIT “B”**  
**DRAFT SCHEDULE OF SERVICES**  
**FIVE-YEAR CONSOLIDATED PLAN/ANNUAL ACTION PLAN**

Task/Action	Due Date
Conduct Consultation/Community Meeting – Apple Valley Regional Survey Start Date – distribute survey	November – December 2011
Conduct Consultation/Community Meeting – Victorville	November – December 2011
Consolidated Plan Regional Survey results to Apple Valley and Victorville	November – December 2011
Public Hearing #1 – Community Needs Assessment Apple Valley Town Council	December 2011 – January 2012
Public Hearing #1 – Community Needs Assessment Victorville City Council	TBD
Preparation of Draft Consolidated Plan and Action Plans (simultaneously)	January – March 2012
Community Needs Assessment due to Apple Valley and Victorville	January – February 2012
Strategic Plan due to Apple Valley and Victorville	February 2012
Draft Consolidated Plan and Action Plans due to Apple Valley and Victorville	March 2012
Revised Consolidated Plan and Action Plans due to Apple Valley and Victorville	March – April 2012
Finalize Consolidated Plan and Action Plans	April – May 2012
Final Consolidated Plan and Action Plans due to Apple Valley and Victorville	May 2012
Public Hearing #2 – (Final Testimony) Apple Valley Town Council	May 8, 2012
Public Hearing #2 – (Final Testimony) Victorville City Council	TBD
Revise and finalize Consolidated Plan/Action Plans if necessary pursuant to Public Hearing #2	May 8, 2012
Package/submit Consolidated Plan and Action Plans to HUD	May 10, 2012 – May 15, 2012
Revise Consolidated Plan/Action Plans as necessary pursuant to HUD’s request	May 15, 2012 – July 1, 2012



## **EXHIBIT "C"**

### **SCOPE OF SERVICES**

#### **ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

1. Project initiation meeting or conference call with Consortium staff to discuss the scope of work and schedule for the Analysis of Impediments to Fair Housing.
2. Conduct conference calls or meetings with Consortium staff before and after each phase of the scope of work is completed to receive staff comments.
3. Prepare a HUD-approved Analysis of Impediments to Fair Housing (AI) which addresses each required element pursuant to the Code of Federal Regulations, Title 24, Section 91, and HUD's Fair Housing Planning Requirements and Guidelines.
4. Prepare an evaluation of the Consortium's current Analysis of Impediments to Fair Housing and progress toward mitigating impediments.
5. Perform a review of fair housing services.
6. Prepare a Community Profile to include the following:
  - a. Demographic Profile
  - b. Income Profile
  - c. Employment and Transportation Profile
  - d. Housing Profile
  - e. Mapping of Planning Data
7. Prepare a current fair housing profile to include the following:
  - a. An assessment of current public and private fair housing program/activities to identify and describe existing programs, services, and activities that assist in the provision of fair housing.
  - b. Identify and describe fair housing practices and procedures of real estate associations and apartment owners associations.
  - c. Contact and interview fair housing service provider, local nonprofit housing organizations, housing advocacy groups, and the local HUD office to obtain information on the nature and extent of fair housing complaints, violations, or suits against the Consortium.
    - i. Research fair housing discrimination suit(s) filed by the Department of Justice, State Department of Fair Employment and Housing, and other agencies.
    - ii. Identify the nature and extent of hate crimes in the Consortium.
    - iii. Research other fair housing issues such as the impact of "NIMBYism" on housing choice.

8. Provide an evaluation of current lending practices to include the following:
  - a. Foreclosure activities and other characteristics as available;
  - b. Disposition of conventional home purchase, home improvement, and home refinancing loan applications by race and income of applicants;
  - c. Disposition of government-backed home purchase and home improvement loan applications by race and income of applicants;
  - d. Lending in low and moderate income areas;
  - e. Lending in minority concentration areas;
  - f. Top lenders in the Consortium;
  - g. Recent changes in lending practices due to the mortgage crisis;
  - h. Lawsuits against major lenders in California.
9. Analyze land use and zoning policies:
  - a. Review current Housing Element for each jurisdiction to ensure compliance with the State Housing Element law.
  - b. Evaluate both jurisdiction's General Plan and Land Use Element in relation to the provision of housing choices.
  - c. Provide an assessment of the respective standards and procedures in terms of occupancy codes and reasonable accommodation procedures to determine the effect on access to housing.
10. Provide a review of the administrative policies of Apple Valley and Victorville to assess potential impediments to fair housing, including sensitivity and fair housing training for staff, multilingual capacity of code enforcement and housing programs staff, accessibility of public facilities (Section 504 and ADA compliance).
11. Prepare a Fair Housing Action Plan to be included in the Analysis of Impediments to Fair Housing. Identify new impediments and impediments carried over from previous Analysis of Impediments to Fair Housing reports.
12. Evaluate and identify impediments to fair housing listed in order of priority with proposed methods of corrective actions to address identified impediments.
13. Facilitate and attend the public meetings needed in order to solicit information for the AI. The Consultant is responsible for preparing agendas, surveys, handouts, and other presentation materials, as appropriate, as well as providing minutes and tabulating surveys.
  - a. Conduct two (2) interactive community workshops – one (1) in Apple Valley and one (1) in Victorville. These meetings will be targeted at the broad community to illicit input from the communities regarding preferred allocation of CDBG resources.
    - i. Conduct a Focused Group meeting, one (1) in Apple Valley and one (1) in Victorville for housing professionals, service providers, and public

agencies on housing and community development and fair housing issues.

- b. Attend two (2) public hearings as required after the 30-day public review period of the draft document – one for the Town of Apple Valley and one for the City of Victorville.
  - c. Complete other additional specific actions as required by HUD.
  - d. Revise document as necessary to address comments from HUD.
14. Deliverables (Analysis of Impediments to Fair Housing (AI))
- a. Final Draft AI approved by Council
  - b. 2 hard copies
  - c. 2 electronic copies (Microsoft Word 2003 or 2007 format (or CD
  - d. HUD-approved AI

EXHIBIT “D”

**DRAFT SCHEDULE OF SERVICES**

**ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING (AI)**

Task/Action	Due Date
Conduct Community Workshop – Apple Valley Regional Survey Start Date – distribute survey	November – December 2011
Conduct Community Workshop – Victorville	November – December 2011
AI Survey results to Apple Valley and Victorville	November – December 2011
Public Hearing #1 – Community Needs Assessment/AI Apple Valley Town Council	December 2011 – January 2012
Public Hearing #1 – Community Needs Assessment/AI Victorville City Council	TBD
Preparation of Draft AI	January – March 2012
Draft AI due to Apple Valley and Victorville	February 2012
Revised AI due to Apple Valley and Victorville	March – April 2012
Finalize AI	April – May 2012
Final AI due to Apple Valley and Victorville	May 2012
Public Hearing #2 – (Final Testimony) Apple Valley Town Council	May 8, 2012
Public Hearing #2 – (Final Testimony) Victorville City Council	TBD
Revise and finalize AI if necessary pursuant to Public Hearing #2	May 8, 2012
Package/submit AI to HUD	May 10, 2012 – May 15, 2012
Revise AI as necessary pursuant to HUD’s request	May 15, 2012 – July 1, 2012

**EXHIBIT “E”: COMPENSATION**

Consolidated Plan and Analysis of Impediments to Fair Housing Choice	Veronica Tam & Associates			Hogle-Ireland, Inc.		Total
	Tam	Planners	GIS/Techn	Stetson	Sharrow	
	\$135	\$90	\$65	\$160	\$100	
Citizen Participation: Housing & Community Development Needs Survey	2	8	16			2,030
Focused Group Meetings (2)	8	4				1,440
Community Workshops (2)	10			4	36	5,590
Telephone Interviews		4				360
Public Hearings (2)	8					1,080
Consolidated Plan 2012-2016						
Needs Assessment	4			4	40	5,180
Strategic Plan	4			4	32	4,380
CPMP Tables					16	1,600
Action Plans 2012-2013	16	80				9,360
AI Update						
Evaluation of Current AI	2	12				1,350
Review of Fair Housing Services	2	8				990
Community Profile	2	4		2	24	3,350
Current Fair Housing Profile	2	8				990
Lending Practices	2	16	8			2,230
Land Use and Zoning Policies	2	16				1,710

**EXHIBIT “E”: COMPENSATION (Continued)**

Administrative Policy Review	1	8				855
Fair Housing Action Plan	4	12				1,620
Project Management/Staff Meetings	20	6			12	4,440
Documents (allowance)						500
Miscellaneous (survey translation, mileage, postage)						900
<b>Total</b>	<b>89</b>	<b>186</b>	<b>24</b>	<b>14</b>	<b>160</b>	<b>\$49,955</b>

**EXHIBIT "F": ADDENDUM**



September 6, 2011

Cindy Amagrande  
Housing & Community Development Specialist II  
Town of Apple Valley  
14955 Dale Evans Parkway  
Apple Valley, CA 92307

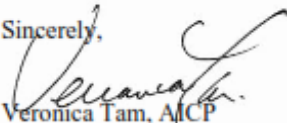
Subject: Addendum to the Proposal for the Apple Valley/Victorville Consolidated Plan and AI

Dear Ms. Amagrande:

Thank you for selecting Veronica Tam and Associates/Hogle-Ireland Inc. to assist the consortium in completing the Consolidated Plan and AI. As requested, we have revised our scope of work and budget to expand the public participation program for the CP/AI. The expanded Task 1: Citizen Participation and budget implications are provided on the following pages.

Please feel free to contact me if you have questions. Thanks.

Sincerely,



Veronica Tam, AICP  
Principal

107 S. Fair Oaks Avenue, Suite 212  
Pasadena, CA 91105

[veronica.tam@vtaplanning.com](mailto:veronica.tam@vtaplanning.com)

P (626) 304-0440  
F (626) 304-0005

Council Meeting Date: 09/27/11

**7-31**

## Revised Task 1: Citizen Participation

For the development of the Consolidated Plan and AI, we have included the following outreach components:

- Housing and Community Development Needs Survey:** This survey will serve as the survey instrument for both the Consolidated Plan and the AI. The survey will include questions on housing (including fair housing) and community development needs questions. We will use [www.SurveyMonkey.com](http://www.SurveyMonkey.com) to develop a web-based survey where residents can respond to the survey online. Hard copy survey will also be provided. Both the online survey and hard copy survey will be offered in English and Spanish (see example from the City of San Bernardino below).

The image shows three examples of survey forms from the City of San Bernardino. The first is the 'Community Needs Survey', the second is the 'Fair Housing Survey', and the third is another 'Fair Housing Survey'. Each form includes a header with the city logo and title, followed by an introduction paragraph, a list of questions with multiple-choice options, and a footer with contact information and a date.

- Focused Group Meetings (2):** We will conduct two focused group meetings – one in Apple Valley and one in Victorville. These meetings, while open to the public, are targeted at the housing professionals, housing advocates, and service agencies that serve the housing and community development needs of low and moderate income persons and those with special needs. We will work with City staff to develop a list of agencies to receive special invitations to these meetings. The meetings can be structured as roundtable or small group discussions. We recommend holding these meetings during a week day.

City staff will be responsible for:

- Securing the meeting venue.
- Printing and distributing all meeting advertisements, including electronic media advertising.
- Reviewing draft materials prepared by the consultant team.



- **Community Workshops (2):** We will conduct two interactive community workshops - one in Apple Valley and one in Victorville. These will be targeted at the broad community and are intended to get input from the communities regarding preferred allocation of CDBG resources on programs and facilities. Each workshop will last approximately two hours. The format will be as follows:
  - Participant sign in.
  - Presentation by Veronica Tam and City staff regarding the CDBG program: past projects and programs, available funds for this planning period, and the allocation process.
  - Group exercise: Participants will be given a fixed amount of "CDBG Bucks" to spend at a series of booths set up around the room. Booths will represent the programs and facilities which Apple Valley and Victorville are considering. A separate booth will be included for new ideas to be suggested by participants. Participants will "vote" on their funding priorities by spending the CDBG Bucks at the booths of their choice. For example, a person interested in nothing but parks can spend all of his/her dollars at that booth. Another person who wants more senior programs and road improvements may elect to distribute his/her spending thusly.
  - Break for refreshments while consultant team tallies the spending.
  - Short closing presentation to report the results and let participants know how they can continue to be part of the process.

The consultant team will be responsible for preparing the workshop materials and the flyer advertising the workshop. After the workshop, we will also prepare a workshop summary.

City staff will be responsible for:

- Securing the workshop venue.
  - Arranging for workshop refreshments (up to \$100 per workshop can be used from the consultant's CP/AI budget).
  - Printing and distributing all workshop advertisements, including electronic media advertising.
  - Reviewing draft materials prepared by the consultant team.
- **Telephone Interviews:** As needed, we will also conduct telephone interviews of agencies and organizations regarding housing and community development issues.
  - **Public Hearings (2):** We will attend two public hearings for the adoption of the Consolidated Plan and AI – one for the Town of Apple Valley and one for the City of Victorville.

107 S. Fair Oaks Avenue, Suite 212  
Pasadena, CA 91105

veronica.tam@vtaplanning.com

P (626) 304-0440  
F (626) 304-0005

## Revised Budget

Consolidated Plan and Analysis of Impediments to Fair Housing Choice	Veronica Tam & Associates			Hogle-Ireland, Inc.		Total
	Tam	Plnrs	GIS/Tech	Stetson	Sharrow	
<b>Citizen Participation</b>						
Housing and Community Development Needs Survey	2	8	16			\$ 2,030
Service Provider Meetings (2)	8	4				\$ 1,440
Community Workshops (2)	10			4	36	\$ 5,590
Telephone Interviews		4				\$ 360
Public Hearings (2)	8					\$ 1,080
<b>Consolidated Plan (2012-2016)</b>						
Needs Assessment	4			4	40	\$ 5,180
Strategic Plan	4			4	32	\$ 4,380
CPMP Tables					16	\$ 1,600
<b>Action Plans (2012-2013)</b>	16	80				\$ 9,360
<b>AI Update</b>						
Evaluation of Current AI	2	12				\$ 1,350
Review of Fair Housing Services	2	8				\$ 990
Community Profile	2	4		2	24	\$ 3,350
Current Fair Housing Profile	2	8				\$ 990
Lending Practices	2	16	8			\$ 2,230
Land Use and Zoning Policies	2	16				\$ 1,710
Administrative Policy Review	1	8				\$ 855
Fair Housing Action Plan	4	12				\$ 1,620
Project Management/Staff Meetings	20	6			12	\$ 4,440
Documents (allowance)						\$ 500
Miscellaneous (survey translation, mileage, postage, etc.)						\$ 900
<b>Total</b>	<b>89</b>	<b>186</b>	<b>24</b>	<b>14</b>	<b>160</b>	<b>\$ 49,955</b>



# Apple Valley Consortium 2012-2016 Consolidated Plan and Analysis of Impediments to Fair Housing Choice



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

In association with

**Hogle-Ireland, Inc.**



July 25, 2011

Cindy Amagrande  
Housing & Community Development Specialist II  
Town of Apple Valley  
14955 Dale Evans Parkway  
Apple Valley, CA 92307

**Subject: 2012-2016 Consolidated Plan and Analysis of Impediments to Fair Housing Choice**

Dear Ms. Amagrande:

Veronica Tam and Associates (VTA) is pleased to submit this proposal to assist the Apple Valley HOME Consortium with preparation of the 2012-2016 Consolidated Plan and Analysis of Impediments (AI) to Fair Housing Choice.

VTA is a recognized consulting firm with a strong focus on housing planning and community development. We have substantial experience in assisting entitlement jurisdictions in preparing their Consolidated Plan and AI reports, including reports for consortiums and "urban county" programs. These include:

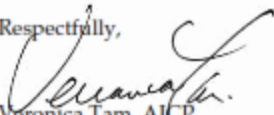
- AI and Consolidated Plan for Apple Valley Consortium – 2 participating jurisdictions
- Regional AI for San Diego County – 19 participating jurisdictions
- Regional AI for Ventura County – 10 participating jurisdictions
- Consolidated Plan for Ventura County HOME Consortium – six participating jurisdictions
- Consolidated Plan for Orange County – 14 participating jurisdictions

*The 2010-2015 Regional AI report we prepared for Ventura County was identified by HUD as one of the few in California that meet HUD standards.*

For this assignment, we have also included the expertise of Hogle-Ireland, Inc. to offer the Consortium a team of experienced professionals who will work closely with your staff and the community to complete the Consolidated Plan and AI. VTA has collaborated with Hogle-Ireland on numerous housing projects, including the Consolidated Plan and AI reports for the cities of Alhambra and San Bernardino, and Consolidated Plan for the County of Orange.

We believe we are well-qualified to assist the Consortium. Please contact me if you have questions or need additional information.

Respectfully,



Veronica Tam, AICP  
Principal

107 S. Fair Oaks Avenue, Suite 212  
Pasadena, CA 91105

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## **Apple Valley Consortium Consolidated Plan and AI**

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## Scope and Technical Approach

We understand the Apple Valley Consortium is comprised of the Town of Apple Valley and City of Victorville. For FY 2011-12, the Consortium anticipates receiving Community Development Block Grant (CDBG) and HOME grants from HUD as follows:

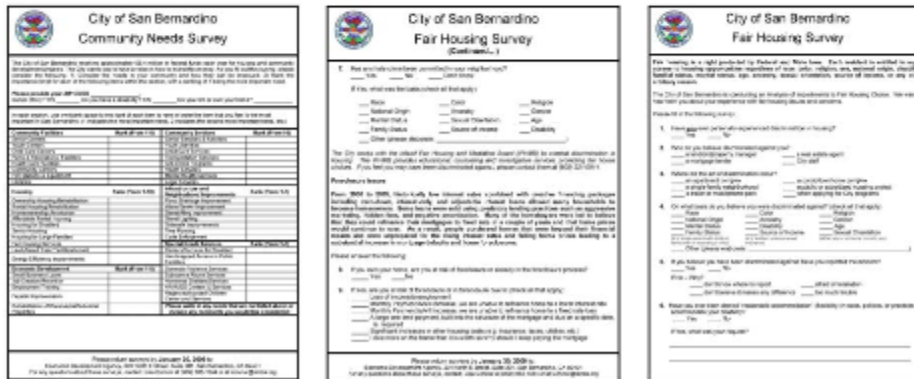
- Town of Apple Valley: CDBG - \$575,099
- City of Victorville: CDBG - \$841,311
- Apple Valley Consortium: HOME - \$606,834

Veronica Tam and Associates in association with Hogle-Ireland, Inc., is pleased to submit this proposal to assist the Consortium in preparation of the Consolidated Plan and Analysis of Impediments (AI) to Fair Housing Choice for the 2012-2016 planning period.

### Task 1: Citizen Participation

For the development of the Consolidated Plan and AI, we have included the following outreach components:

- **Housing and Community Development Needs Survey:** This survey will serve as the survey instrument for both the Consolidated Plan and the AI. The survey will include questions on housing (including fair housing) and community development needs questions. We will use [www.SurveyMonkey.com](http://www.SurveyMonkey.com) to develop a web-based survey where residents can respond to the survey online. Hard copy survey will also be provided. Both the online survey and hard copy survey will be offered in English and Spanish (see example from the City of San Bernardino below).



- **Community Meetings (2):** Based on our extensive experience, it is very difficult to garner sufficient community interest to attend a community meeting that focuses on a single issue such as fair housing. Therefore, we propose to combine the community meeting requirements for both the Consolidated Plan and the AI. We will conduct two community meetings to discuss housing (including fair housing) and community development needs with residents, service providers, community stakeholders, and other relevant parties – one meeting for the Town of Apple Valley and one meeting for the City of Victorville. Each community meeting will address both the Consolidated Plan and AI issues. We will work with staff to develop a list of agencies, organizations, and community stakeholders to be invited to the meetings.
- **Telephone Interviews:** As needed, we will also conduct telephone interviews of agencies and organizations regarding housing and community development issues.
- **Public Hearings (2):** We will attend two public hearings for the adoption of the Consolidated Plan and AI – one for the Town of Apple Valley and one for the City of Victorville.

## Task 2: 2012-2016 Consolidated Plan

To assist jurisdictions in developing the Consolidated Plan, HUD has developed the Consolidated Planning Management Program (CPMP) tool. The Consortium's 2007-2012 Consolidated Plan was prepared using CPMP. We will update the Consolidated Plan in CPMP but improve on its overall organization.

The Consolidated Plan will be drafted by first assessing the Consortium's housing and community development needs and then developing a housing and community development strategy for the period of 2012-2016. In the context of the CPMP tool, the assessment of needs and related strategies to address those needs are reorganized by topic under the Strategic Plan for ease in understanding and implementation. The Consolidated Plan will contain three primary sections: the Executive Summary, the Strategic Plan, and Attachments, including HUD-required tables and background public outreach information.

To initiate the Consolidated Plan processes, the consultant team will meet with Consortium staff to refine the work scope and schedule. A review of the public participation plan for the Consolidated Plan update and a review of a preliminary list of community stakeholders to be consulted can also be discussed. We will then meet with Apple Valley and Victorville staff separately to discuss current strategies, objectives, and priorities and potential modification to funding approaches. Our budget assumes we can accomplish these meetings in one day.

### Needs Assessment

The housing and community development needs assessment section includes a profile of population, housing and employment in the Apple Valley Consortium area. The Needs Assessment will be used to quantify and summarize available data on the most significant housing needs of extremely low, low, and moderate income households, as well as homeless persons and others with special needs and to project those needs over the five-year Consolidated Plan period (2012-2016). Discussion of the following topics will also be included:

- Housing Needs of Non-Homeless Special Needs Groups
- Homeless and At-Risk of Homelessness
- Disproportionate Need of Racial/Ethnic Groups
- Lead-Based Paint (LBP) Hazards
- Housing Market Conditions
- Public and Assisted Housing
- Barriers to Affordable Housing
- Public/Community Facility Improvements
- Economic Development
- Planning and Administration

We will utilize a range of data sources, including 2010 Census data (as available), real estate market data, and State Department of Finance estimates, to prepare the needs assessment. Another source of data for the Consolidated Plan is the Comprehensive Housing Affordability Strategy (CHAS) data developed by HUD using American Community Survey (ACS) data. The most recent version of the CHAS data utilizes 2006-2008 ACS data.

### Strategic Plan and HUD-Required Consolidated Plan Tables

The Strategic Plan and the HUD-Required Consolidated Plan Needs and Priority Tables will be created in the context of the CPMP tool. The CPMP provides a format for the Consolidated Plan, combining the components required under the Code of Federal Regulations (CFR) for HUD (24 CFR Part 91) - the housing and homeless needs assessment, the housing market analysis and the strategic plan - into one narrative. The Strategic Plan narrative lists specific questions that HUD grantees must respond to in order to be compliant with the Consolidated Planning Regulations. Guided by the CPMP tool, the Strategic Plan will respond to these questions and thereby address the required needs assessments and develop goals and objectives for the five-year period. The Strategic Plan narrative will also include an executive summary.

The CPMP also provides a format to link HUD-Required Consolidated Plan Tables to the Strategic Plan narrative. The HUD-required tables are utilized to develop the narratives in the Strategic Plan and will be included as an Appendix. These tables include:



- Housing Market Analysis Worksheet
- Priority Housing Needs Worksheet
- Homeless Needs Worksheet
- Community Development Worksheet
- Non-Homeless Special Needs Worksheet

Based on the tables above, Specific Objectives are established through a series of worksheets that provide information on annual objectives and specific funding sources and amounts. The tables may also be used to track performance outcomes during the five-year period. Included in the Specific Objectives tables are national performance objectives and outcomes. In order to aggregate accomplishments at the national level, HUD has recommended that grantees utilize standardized objectives and outcomes for reporting achievements. As part of the narrative, an explanation of the City's performance outcome measurement system will be included consistent with federal guidelines as referenced in the Federal Register Notice, Volume 70, Number 111 dated June 10, 2005.

The required worksheet detailing the City's needs and the objectives for the five-year plan will be consistent with goals and objectives established in the Housing Element and Redevelopment Implementation Plan of the respective jurisdictions in the Consortium.

#### **HUD Review**

Our budget includes assisting the Consortium to address comments from HUD during their 45-day review period.

### **Task 3: Annual Action Plans**

We understand we will be preparing separate Action Plans for the Town of Apple Valley and City of Victorville. The FY 2012-2013 Action Plans will be prepared using the CPMP tool to establish consistency with the Consolidated Plan. The CPMP First Annual Action Plan includes the SF 424 and Narrative Responses to Action Plan questions that HUD grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. Required tables, projects lists, and certification documents will also be completed. Specifically, CPMP's Projects Worksheet will be used to prepare the Action Plan.

#### **HUD Review**

Our budget includes assisting the Consortium to address comments from HUD during their 45-day review period.

## Task 4: Analysis of Impediments (AI) Update

### HUD Focus and Review Standards

During the last two years, fair housing has become a heightened concern of HUD and the Fair Housing and Equal Opportunity (FHEO) division has taken a proactive role in reviewing AIs and providing technical support to local jurisdictions. During our recent efforts working with HUD, we have learned of HUD's review standards and their concerns regarding current AI reports:

- There should be a clear distinction between affordable housing and fair housing. Only when there is a strong correlation between income/affordability and the protected classes, should affordable housing be presented as a fair housing issue.
- Adequate community outreach must be conducted to solicit comments from residents, advocacy groups, public agencies, housing professionals, and other community stakeholders.
- Housing discrimination in itself is an impediment. Most AI reports treat housing discrimination as an outcome of the fair housing impediments.
- There must be a detailed assessment of the previous impediments identified and the extent to which these impediments have been addressed.

Our scope of work and approach reflects our recent experience working with HUD.

### Task 4.1: Evaluation of Current AI and Progress toward Mitigating Impediments

We will conduct a review of the Consortium's current AI to identify conditions and impediments that may no longer be relevant; and/or may have been partially mitigated; may not have been adequately addressed; and/or may be of increased concern. We anticipate staff assistance in this task to provide input on the progress of addressing the impediments.

We will review the Housing Element, Consolidated Plan, Action Plans, and CAPERs of Apple Valley and Victorville to determine actions and programs as well as accomplishments with regard to expanding a range of housing choices and improving equal access to housing. Specifically, the State Housing Element law has been amended to require jurisdictions to address constraints to housing for persons with special needs, including emergency shelters, transitional housing, supportive housing, single-room occupancy units, and housing for persons with disabilities:

- SB 520 (Reasonable Accommodation)
- SB 2 (Emergency Shelters, Transitional Housing, Supportive Housing)

- AB 2634 (Housing for Extremely Low Income Households, including SRO)
- SB 812 (Housing for Persons with Developmental Disabilities)

This review will identify previous impediments as either: 1) fully mitigated and therefore removed from the new AI; or 2) partially or not mitigated and therefore carried over to the new AI.

#### **Task 4.2: Review of Fair Housing Services**

We will review the scope of work of the fair housing service provider to determine how the contracted services align with the recommendations of the current AI. We will interview the fair housing service provider to discuss accomplishments in mitigating the impediments and solicit suggestions regarding gaps of services and additional needs.

#### **Task 4.3: Community Profile**

Preparation of this community profile will rely partially on the Consolidated Plan Needs. Overall, the AI Community Profile should cover the following:

- a) **Demographic Profile** to include the number and proportion of persons by race/ethnicity, age, disability, and familial status, as well as housing segregation (i.e. minority concentrations). We will correlate these demographic characteristics with current and/or changing patterns of fair housing concerns.
- b) **Income Profile** to include income distribution of residents; evaluation of income differences and poverty levels between race and special needs populations; concentration of low-income population by block group.
- c) **Employment and Transportation Profile** to discuss locations of major employment centers that potentially offer jobs to minorities and persons with disabilities at the lower income levels of the wage scale. We will also evaluate the relationship between public transportation, job centers, and lower income housing locations.
- d) **Housing Profile** to examine the implications of geography, diverse populations, and income discrepancies. A discussion of the housing profile will include the following variables: household size and overcrowding; housing type, tenure and vacancy; age of housing (and related lead-based paint concerns); ownership and rental housing costs; and housing affordability. Relationships between these housing characteristics and fair housing concerns will be included.
- e) **Mapping of Planning Data** will be prepared using geographic information system (GIS) to evaluate geographic relationships among the demographic, income, employment and transportation, and housing variables to identify potential impediments to fair housing

choice. Types of maps to be included, but may vary depending on data availability and relevancy of specific issues, are:

1. Location of housing for seniors and disabled (e.g., Section 202 and 811 projects)
2. Location of public and assisted housing (e.g., public housing, HUD-funded projects, and others as information is available)
3. Concentrations of Section 8 assistance (if available from the Housing Authority)
4. Main transit routes in relation to employment centers, lower income, and special needs populations, and assisted housing projects
5. Low and moderate income areas
6. Areas of racial/ethnic concentration

#### **Task 4.4: Current Fair Housing Profile**

We will evaluate the current fair housing profile in the Consortium, including the following:

- a) Assessment of current public and private fair housing program/activities to identify and describe existing programs, services, and activities that assist in the provision of fair housing.
- b) Identify and describe fair housing practices and procedures of real estate associations and apartment owners associations.
- c) Contact and interview fair housing service provider, local nonprofit housing organizations, housing advocacy groups, and the local HUD office to obtain information on the nature and extent of fair housing complaints, violations, or suits against the City. Also included are:

1. Research of the prevalence of fair housing discrimination suit(s) filed by the Department of Justice, State Department of Fair Employment and Housing, and other agencies.
2. Identification of the nature and extent of hate crimes in the Consortium.
3. Discussion of other fair housing issues such as the impact of "NIMBYism" on housing choice.

#### **Task 4.5: Lending Practices**

In light of the current lending market crisis, the discussions on lending practices in the current AI will be completely updated. Specifically, we will evaluate the following:

- Foreclosure activities and other characteristics as available;
- Disposition of conventional home purchase, home improvement, and home refinancing loan applications by race and income of applicants;

- Disposition of government-backed home purchase and home improvement loan applications by race and income of applicants;
- Lending in low and moderate income areas;
- Lending in minority concentration areas;
- Top lenders in the Consortium;
- Recent changes in lending practices (such as criteria for loan modifications) due to the mortgage crisis; and
- Lawsuits against major lenders in California.

The 2010 HMDA data (to be released in September 2011) will be used for the lending analysis.

#### **Task 4.6: Land Use and Zoning Policies**

In this task, we will analyze public policies and regulations for Apple Valley and Victorville:

- a) We will review the Housing Element and interview staff to document compliance or approaches to compliance with the State Housing Element law.
- b) Evaluate the respective General Plan, Land Use Element in relation to the provision of housing choices.
- c) Assess the respective standards and procedures in terms of occupancy codes and reasonable accommodation procedures and determine their effect on access to housing.

#### **Task 4.7: Administrative Policy Review**

We will review the administrative policies of Apple Valley and Victorville to assess the potential impediments to fair housing, including sensitivity and fair housing training for staff, multilingual capability of code enforcement and housing programs staff, accessibility of public facilities (Section 504 and ADA compliance).

#### **Task 4.8: Fair Housing Action Plan**

In the past, the Fair Housing Action Plan (FHAP) has been included as part of the Annual Action Plan. HUD's new direction is to include the FHAP in the AI. The FHAP will identify new impediment and impediments carried over from previous AI reports.

In the FHAP, we will identify impediments that are specific to each jurisdiction, as well as impediments that require collaboration between the two Consortium cities. We will work with staff and the fair housing service provider to identify appropriate and feasible actions to address the impediments.

## Document Preparation

- Staff Review Draft (electronic copy) – Our budget assumes one round of staff review of draft documents
- Public Review Draft (electronic copy and two hard copies for each Consortium city)
- Final Draft (electronic copy on CD and two hard copies for each Consortium city)

## Timeline

The RFP provides a tentative schedule for completing the Consolidated Plan and AI. We have adequate staff to complete the reports according to this schedule. However, we propose the following changes:

Task	RFP Tentative Schedule	Proposed Change
Regional Survey	September 19	<u>October 3</u> Given the project start date in September (earliest possible after award of contract), we propose pushing this to October. This would allow adequate time to develop a survey instrument with staff and prepare the Spanish translation. Furthermore, our proposal includes an online version of the survey. It usually takes some time to coordinate with the webmasters of both Apple Valley and Victorville to have the online version posted on city websites.
Consultation Meetings	October 13 and October 20	<u>November 3 and November 10</u> Given the project start date in September, we propose pushing these meetings to November. Our proposal recommends combining the Consolidated Plan and AI public meetings, the extra time will allow us to work with staff to identify appropriate agencies to invite to the meetings.

## Qualifications and Personnel

### Veronica Tam and Associates, LLC

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Veronica Tam and Associates (VTA) was incorporated in 2005. The firm focuses on assisting local jurisdictions with housing and community development planning. Our services include preparation of the following:

- Consolidated Plan and related reports
- CDBG and HOME grants administration/technical assistance (including IDIS)
- Fair housing studies
- Housing Element
- Redevelopment Implementation Plan
- Inclusionary Housing and Commercial Linkage Fee studies
- General Plan
- Zoning Ordinance revisions
- Environmental clearance for housing and related studies

Since inception in November 2005, VTA has provided assistance to the following:

- **Consolidated Plans:** Cities of El Cajon, Glendora, Huntington Beach, Lake Forest, San Bernardino, and Simi Valley, and counties of Orange, Riverside, and Ventura
- **Action Plans:** Cities of Alhambra, Camarillo, Chino, El Cajon, Huntington Beach, National City, San Bernardino, Santee, and Simi Valley, and counties of Riverside and Ventura
- **CAPERs:** Cities of Alhambra, Camarillo, Chino, El Cajon, Huntington Beach, National City, and Santee, and County of Riverside
- **Analysis of Impediments to Fair Housing Choice:** Cities of Alhambra, Apple Valley, Chino, Long Beach, San Bernardino, and Victorville, and counties of San Diego and Ventura
- **IDIS Assistance and Grants Management:** Cities of Alhambra, Chino, Huntington Beach, National City, San Bernardino, and Santee



## **Personnel**

### **Veronica Tam, AICP**

Veronica Tam will serve oversee the preparation of the Consolidated Plan and AI for the Apple Valley Consortium. She will coordinate with Consortium staff and Hogle-Ireland to complete the project. She has expertise in the areas of housing policy development and community development planning. Prior to forming her own business, she had 15 years of experience with a private consulting firm, Cotton/Bridges/Associates (CBA), preparing a range of housing and community development plans and studies. As Principal-in-Charge and Director of Housing Services for CBA, Ms. Tam oversaw most housing-related works in the company.

### **Rick Brady, AICP**

Rick Brady will assist in the preparation of the Consolidated Plan and AI for the Consortium. He will focus on review of public policies and administrative policies of Apple Valley and Victorville. Mr. Brady has private sector experience at a planning consulting firm (EDAW) and as a public sector planner at the City of Santee. He has worked on the regional AI reports for the counties of San Diego and Ventura.

### **Jessica Suimanjaya**

Ms. Suimanjaya joined Veronica Tam and Associates in April 2008 after completing her Masters in Urban Planning at UCLA. Her prior experience includes preparing housing needs assessments for the cities of Burbank, Brea, and Agoura Hills while employed at another housing consulting firm. She has assisted in the preparation of the AI reports for the cities of San Bernardino and Simi Valley and for the counties of San Diego and Ventura.

## **Hogle-Ireland, Inc.**

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Hogle-Ireland (HI), Inc. is a land use, planning, and development consulting firm that provides assistance to Community Development, Planning, and Housing Departments faced with ever-increasing complexity in administering development processes, procedures, and regulations. The firm just celebrated its twentieth year in business. HI services range from providing professional staffing services to preparing General Plans, Zoning Ordinance, Specific Plans, environmental documents, HUD compliance documents, and applications for entitlements.

HI can also provide extensive references related to our work on Housing Elements. Hogle-Ireland staff has completed updates of Housing Elements for 19 jurisdictions during the 2008-2014 Housing Element cycle (Southern California Association of Governments – SCAG). Housing Element and HUD documents, such as the Consolidated Plan and Analysis of Impediments, are similar due to comparable technical and regulatory requirements. HI's extensive experience in Housing Elements will provide the appropriate technical experience necessary to complete the HUD documents.

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## Personnel

### Laura Stetson, AICP

Ms. Stetson has 25 years of professional planning experience in the public and private sectors. In her years working with Hogle-Ireland and prior to that, with Cotton/Bridges/Associates and its successor firms, Ms. Stetson has led General Plan, housing element, zoning code, CEQA, and other planning and environmental assignments for jurisdictions throughout California. She brings to this assignment a thorough understanding of planning, housing, and environmental laws; extensive experience working with community groups and decision-making bodies; and attention to quality in all products that Hogle-Ireland produces.

### Genevieve Sharrow

Ms. Sharrow brings to the assignment more than six years' experience with general plans and long-range planning studies, as well as housing plans and programs. She is the primary planner in the preparation of the County of Orange Consolidated Plan and the City of Alhambra Analysis of Impediments to Fair Housing Choice (AI). She has served as project manager for Housing Element updates for a number of communities.

## References

### Veronica Tam and Associates

**County of Ventura Consolidation Plan/Analysis of Impediments to Fair Housing Choice (2010-2015)**

Meg Kimbell-Drewry, CDBG Management Analyst II  
County Executive Office  
(805) 654-2871

**City of San Bernardino Consolidation Plan/Analysis of Impediments to Fair Housing Choice (2010-2015)**

Carey Jenkins, Director of Housing and Community Development  
City of San Bernardino Economic Development Agency  
(909) 663-1044

**County San Diego Analysis of Impediments to Fair Housing Choice (2010-2015)**

Angela Nazareno, CDBG Administrator  
City of San Diego Planning and Community Investment  
(619) 236-6944

### Hogle-Ireland, Inc.

**County of Orange Consolidated Plan (2010-2015)**

Orlando Calleros, Section Chief  
Housing & Community Services Department  
(714) 480-2731

**City of Garden Grove Consolidated Plan (2010-2015)**

Allison Mills, Neighborhood Improvement Project Manager  
City of Garden Grove  
(714) 741-5139

**City of National City Consolidated Plan (2010-2015)**

Carlos Aguirre, Community Development Specialist II  
City of National City  
(619) 336-4391

## Budget

The following is our best estimate for preparation of the Five-Year Consolidated Plan and Analysis of Impediments to Fair Housing Choice for the Apple Valley Consortium. *Please note that this budget is based on the assumption that VTA will be awarded a contract to prepare both the Consolidated Plan and AI. It represents cost-savings that can be realized for preparing both documents, particularly in the combined citizen participation process and in the shared needs assessment between the two documents.*

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## Resumes

**Special Studies**

Indian Wells Regional Housing Needs Allocation Assistance  
Marina Affordable Housing Ordinance  
San Jose Just Cause for Eviction

**Veronica Tam and Associates**

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RESUME



**EDUCATION**

MA, Urban Planning, University of California, Los Angeles

BES, Urban and Regional Planning (Economics Minor), University of Waterloo, Canada

**PROFESSIONAL AFFILIATIONS**

American Institute of Certified Planners  
American Planning Association

**AWARDS**

2009 APACA  
Comprehensive Planning, Large Jurisdiction: 2008-2014 Los Angeles County Housing Element

2009 Los Angeles Section, APACA  
Comprehensive Planning, Large Jurisdiction: 2008-2014 Los Angeles County Housing Element

2002 Northern Section, APACA  
Focused Issues: Contra Costa County  
Analysis of Impediments to Fair Housing

2001 Northern Section, APACA  
Advocacy Planning: East Palo Alto  
Housing Element

2000 APACA  
Outstanding Planning: El Cajon  
Integrated Housing Element and Consolidated Plan

2000 San Diego Section, APACA  
Outstanding Planning: El Cajon  
Integrated Housing Element and Consolidated Plan

**VERONICA TAM, AICP  
PRINCIPAL**

Ms. Tam has expertise in the areas of housing policy development and community development planning. Prior to establishing her own practice in November 2005, she had 15 years of experience with a private consulting firm, Cotton/Bridges/Associates (CBA, a division of P&D Consultants, Inc.), preparing a range of housing and community development plans and studies.

**RELATED PROJECT EXPERIENCE**

As Principal-in-Charge and Director of Housing Services for CBA, Ms. Tam oversaw most housing-related works in that company. The projects listed below include projects completed while employed in CBA.

**Housing Elements**

Arcadia	La Mesa	Simi Valley
Buena Park	Lawndale	Tracy
Dublin	Modesto	Contra Costa County
El Cajon	Redondo Beach	Los Angeles County
Glendora	West Hollywood	Imperial County
Hayward	San Ramon	Monterey County
Irvine	Seaside	San Diego County

**Redevelopment Housing Implementation Plans**

Barstow	Hawthorne	Santee
Compton	Porterville	Placer County
Costa Mesa	Port Hueneme	Contra Costa County
Glendora	San Fernando	

**Consolidated Plans**

Apple Valley	Hawthorne	Los Angeles County
Baldwin Park	La Mesa	Orange County
Compton	Long Beach	San Diego County
El Cajon	Sacramento	Ventura County
Gardena	Santee	Sacramento County

**Fair Housing Studies**

Apple Valley	Lake Forest	Contra Costa County
Chino	Long Beach	Los Angeles County
Gardena	Los Angeles	San Diego County
Hawthorne	Rancho Cucamonga	Ventura County
Inglewood	Simi Valley	Washoe County (NV)

**Special Studies**

Indian Wells Regional Housing Needs Allocation Assistance  
Marina Affordable Housing Ordinance  
San Jose Just Cause for Eviction

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more than 7,000 public housing units managed by the Housing Authority of New Orleans. In the summer of 2004, Mr. Brady assisted FEMA in the preparation of site planning and design criteria to provide group housing sites for victims of a potential catastrophic disaster affecting 50,000 or more households.

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RESUME



**EDUCATION**

MCP, City Planning, San Diego State University

BA, Urban Studies, University of California, San Diego

**PROFESSIONAL AFFILIATIONS**

American Institute of Certified Planners  
American Planning Association

**RICK BRADY**  
**SENIOR PLANNER**

Rick Brady's professional background includes seven years working as an urban, environmental, and homeland security planning consultant and more than one year as a public sector land use and environmental planner. His experience includes the preparation of a variety of housing-related studies, general and community plans, environmental impact reports, baseline environmental studies, and emergency operations plans.

**Veronica Tam & Associates**

As a Senior Planner, Mr. Brady has assisted in the preparation of Housing Elements for the cities of Arcadia, Dublin, Glendora, Hayward, Irvine, La Cañada-Flintridge, Lawndale, Lomita, Porterville, Redondo Beach, Rocklin, San Ramon, Seaside, Simi Valley, South Gate, Tracy, and Upland, as well as the County of Monterey.

**Prior Experience**

As a Senior Associate with P&D Consultants, Rick was the project manager for General Plan Housing Elements and HUD Consolidated Plans for the cities of La Mesa and Santee. He served as the lead project planner for housing elements for the cities of Carlsbad, Poway, National City, Vista, San Jacinto, Aliso Viejo and Calipatria and assisted with the preparation of the City of San Diego Consolidated Plan, City of Santa Monica Consolidated Plan, and the San Diego County Regional Analysis of Impediments to Fair Housing Choice. Mr. Brady's community planning experience includes general plans prepared for the cities of Aliso Viejo, Holtville, El Centro, Seaside, Riverside and San Jacinto.

Mr. Brady worked in New Orleans for more than two years as a technical assistance contractor to FEMA. Part of his FEMA experience includes leading the team that inspected and prepared grants for the abatement of public health hazards to more than 7,000 public housing units managed by the Housing Authority of New Orleans. In the summer of 2004, Mr. Brady assisted FEMA in the preparation of site planning and design criteria to provide group housing sites for victims of a potential catastrophic disaster affecting 50,000 or more households.

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RESUME



**EDUCATION**

MA Urban Planning, University of California, Los Angeles

BA Communication Studies, University of California, Los Angeles

**PROFESSIONAL ASSOCIATIONS**

American Planning Association, Member

**SKILLS**

Geographic Information Systems  
AutoCAD  
Photoshop  
Microsoft Office  
Windows and MAC

**JESSICA SUIMANJAYA  
PLANNER**

Ms. Suimanjaya is dedicated to working in the field of affordable housing planning. She graduated with a Masters in Urban Planning from the University of California, Los Angeles. Her coursework focused on physical planning, community development and housing. Her undergraduate background was in Communication Studies.

**VERONICA TAM & ASSOCIATES**

As a planner, Ms. Suimanjaya has contributed to the preparation of the following reports:

**Housing Elements**

Arcadia	Glendora
Hayward	Hesperia
Irvine	Redondo Beach
Porterville	Tracy
Upland	West Hollywood

**Redevelopment Housing Implementation Plans**

Costa Mesa	Glendora
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**Fair Housing Studies**

Long Beach	San Diego County
Ventura County	

**Consolidated Plans and Annual Reports**

Alhambra	Camarillo
San Bernardino	Ventura County

**PRIOR EXPERIENCE**

At KWA, Ms. Suimanjaya assisted in the preparation of housing elements for the cities of Agoura Hills, Brea, Burbank, Calabasas, Huntington Beach, Huntington Park, and San Fernando.

As the Public Relations Intern at the California Clean Money Campaign, Ms. Suimanjaya crafted press releases, as well as various promotional and informational materials. She also conducted an extensive research project on the campaign contributions of California state legislators.

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**Laura Stetson, AICP**  
*Senior Vice President*



**EDUCATION**

B.S., Stanford University, 1983  
 Graduate Coursework in Public Administration,  
 American University, 1992

**YEARS OF EXPERIENCE**

26

**PROFESSIONAL AFFILIATIONS**

American Planning Association  
 American Institute of Certified Planners

**Professional Experience**

Ms. Stetson has served as project manager on general plans, zoning codes, specific plans, and special planning studies for diverse cities throughout California. In this capacity, she has worked with advisory committees, commissions, and councils to develop long-range goals, policies, and programs, and to craft the regulatory tools to implement those programs. She has conducted background research for planning, written plan elements, coordinated preparation of plans and related environmental documentation, and presented recommendations to decision-making bodies. She also directs preparation of CEQA documents, either as part of planning programs or to address development projects.

Ms. Stetson is in charge of the Hogle-Ireland Pasadena office and manages projects for a variety of public sector clients. Recent experience includes comprehensive zoning code updates for the cities of Duarte, La Puente, and Baldwin Park, and serving as managing principal for General Plan updates in Redwood City, Arcadia, Rancho Cucamonga, and Torrance.

Ms. Stetson led a team of specialists to prepare the City of Riverside's key land use regulatory tools: the General Plan, the zoning ordinance, the subdivision ordinance, and citywide Design Guidelines, as well as a Program EIR. The program involved working with many community groups to affirm direction defined through a prior visioning process and economic strategy study.

As part of crafting a vision for the City of Claremont that was to be integrated into the General Plan, Ms. Stetson led a multi-layered public involvement program, including working with a 100+ member General Plan Committee with topic-oriented subcommittees.

In addition to the projects described above, experience includes managing the following projects:

General Plans	Zoning Codes	EIRs
Brea Colton Manhattan Beach Montebello Monterey Park Rialto	Brea Hillside Chino Hills Commerce La Mirada Maywood	Raymond Theater Reuse Del Mar Station Mixed Use Palmdale Water District MP Rosedale Planned Community (Azusa) Pasadena Land Use and Mobility Element







## Genevieve Sharrow

*Associate Project Manager II*



 **Planning  
in Motion**  
Hogie-Ireland, Inc.

### EDUCATION

M.A., Urban Planning  
Concentration: Physical Planning and Urban Design  
University of California,  
Los Angeles

B.A., Social Anthropology  
University of Michigan,  
Ann Arbor

### YEARS OF EXPERIENCE

6

### PROFESSIONAL AFFILIATIONS

American Planning Association

### Professional Experience

Ms. Sharrow provides a broad range of planning and planning related services to clients. Her primary responsibilities include preparing and assisting in the preparation of:

- general plans and housing elements
- HUD compliance documents (Consolidated Plans, Action Plans, and Analyses of Impediments to Fair Housing Choice)
- zoning ordinances
- environmental documents

Ms. Sharrow is experienced in the preparation of documents for HUD compliance. She served as the project manager and/or primary author for the following projects:

- County of Orange (Urban County and Participating Cities) 2010-2015 Consolidated Plan
- City of Alhambra 2010-2015 Consolidated Plan and Analysis of Impediments to Fair Housing Choice
- City of San Bernardino 2010-2015 Consolidated Plan and Analysis of Impediments to Fair Housing Choice
- National City 2010-2015 Consolidated Plan and Action Plan
- City of Garden Grove 2010-2015 Consolidated Plan and Action Plan
- City of Delano 2011-2016 Consolidated Plan and Action Plan

These projects have involved thorough public engagement, consistent with each jurisdiction's Citizen Participation Plan. Outreach efforts for these projects, often led by Ms. Sharrow, have included community meetings, surveys, interviews with service providers, focus group meetings, and study sessions.

Ms. Sharrow also has extensive experience with the housing element component of general plans. The housing element contains a housing needs analysis, including a review of existing conditions and needs through a review of demographics, housing market conditions, and particular needs of special needs groups, as well as potential constraints to housing development and housing for persons with disabilities. Ms. Sharrow has worked as the key staff planner or project manager for housing element updates for the cities of:

- Alhambra
- Azusa
- Baldwin Park
- La Puente
- Laguna Woods
- Monterey Park
- Redwood City
- Vernon