

## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the “**CITY**”), and MIG Inc, (hereinafter referred to as the “**CONSULTANT**”).

### **RECITALS**

WHEREAS, **CITY** requires professional services for the preparation of an update to the La Habra Boulevard Specific Plan; and,

WHEREAS, the **CONSULTANT** represents that it is qualified and experienced to provide such services; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

### **ARTICLE I** **SCOPE OF SERVICES: TERM**

#### 1.1 General Scope of Services.

A. **CITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Attachment “A” (the documents contained in Attachment “A” shall be hereinafter referred to as the “Scope of Work”).

B. All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices.

C. Representation: **CONSULTANT** represents that it shall perform the professional services required by this Agreement in compliance with applicable federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq., Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and

all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONSULTANT** acknowledges that CITY may enter into agreements similar to this Agreement with other consultants.

## 1.2 Term.

The term of this Agreement shall begin on July 17, 2023 and continue for an original term of two (2) years; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement. The City shall have one (1) option to extend the term for a period of up to one (1) years, which the City may exercise in its sole, absolute discretion.

## **ARTICLE II** **RESPONSIBILITIES OF CONSULTANT**

### 2.1 Control and Payment of Subordinates.

**CITY** retains **CONSULTANT** as an independent contractor and not an employee of **CITY**. All personnel to be utilized by **CONSULTANT** in the performance of this Agreement 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 with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

### 2.2 Conformance to Applicable Requirements.

All services provided by **CONSULTANT** shall be subject to the approval of the **CITY**.

### 2.3 Standard of Care; Licenses.

All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. **CONSULTANT** represents to **CITY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. **CONSULTANT** further represents that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

### 2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of

**CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CITY**, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to **CITY** at all reasonable times.

### 2.5 Accounting Records.

**CONSULTANT** shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

## **ARTICLE III** **COMPENSATION**

### 3.1 Compensation.

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule of Billing Rates attached hereto as Exhibit "B", and incorporated herein by reference. **CONSULTANT** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Extra Work") are approved in writing by **CITY** or its appointed representative prior to **CONSULTANT** performing the "Extra Work".

### 3.2 Payment of Compensation.

**CONSULTANT** shall provide **CITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from July 1, 2023, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

### 3.3 Extra Work.

At any time during the term of this Agreement, **CITY** may request that **CONSULTANT** perform Extra Work. As used herein, "Extra Work" means any

work which is determined by **CITY** 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 Extra Work until receiving prior written authorization from **CITY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of "Extra Work" shall be barred and are unenforceable.

#### 3.4 Amendment of Scope of Work.

**CITY** shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **CITY'S** written authorization for "Extra Work" or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

#### 3.5 Reimbursement for Expenses

**CONSULTANT** shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

### **ARTICLE IV** **INSURANCE**

#### 4.1 Insurance Requirements.

The **CITY** reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, **CONSULTANT** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONSULTANT** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

#### 4.2 Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and

completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- (c) **Workers' Compensation** as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- (d) **Errors & Omissions/Professional Liability Insurance/Cyber Liability Insurance** in an amount not less than \$1,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property; (2) network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or negligence in the handling of confidential information, privacy perils, including coverage for related regulatory defense and penalties; (3) data breach expenses payable whether incurred by City or Consultant, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for City or on behalf of City hereunder.

The policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

If a sub-limit applies to any elements of coverage, the certificate of insurance evidencing the coverage above must specify the coverage section and the amount of the sub-limit.

If the **CONSULTANT** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONSULTANT**.

#### 4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) Commercial General Liability

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Exclude "Contractual Liability"
2. Restrict coverage to the "Sole" liability of Consultant
3. Exclude "Third-Party-Over Actions"
4. Contain any other exclusion contrary to the Contract

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 20 10 and CG 2037.

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(b) Auto Liability

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims

arising out of the work or operations performed by or on behalf of the Consultant

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) Workers' Compensation

- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

#### 4.4 Insurance Obligations of Consultant.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONSULTANT**; or (1) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

#### 4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

#### 4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONSULTANT** from waiving the right of subrogation prior to a loss. **CONSULTANT** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

#### 4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY**

reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONSULTANT** shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the **CITY** evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

#### 4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The **CITY** may require the **CONSULTANT** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

#### 4.9 Contractual Liability.

The coverage provided shall apply to the obligations assumed by the **CONSULTANT** under the indemnity provisions of this contract.

#### 4.10 Failure to Maintain Coverage.

**CONSULTANT** agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONSULTANT** has fully complied with the insurance provisions of this Contract.

In the event that the **CONSULTANT'S** operations are suspended for failure to maintain required insurance coverage, the **CONSULTANT** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

#### 4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

Any other rating must be approved in writing by the **CITY**.

#### 4.12 Claims Made Policies.

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONSULTANT'S** Contract with the **CITY** and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Contract.

#### 4.13 Insurance for Subcontractors.

**CONSULTANT** shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

#### 4.14 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-consultants' own actions during the performance of this Agreement.

## **ARTICLE V** **TERMINATION AND INDEMNIFICATION**

#### 5.1 Notice of Termination.

**CITY** may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

## 5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

## 5.3 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for services which have been completed and accepted by **CITY**. **CONSULTANT** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by **CONSULTANT** which, at **CITY'S** discretion, must be revised, in part or in whole, to complete the Project.

## 5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure, any and all services as may be necessary to complete the Project.

## 5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design, development and construction documents, data studies, drawings, maps and reports prepared by **CONSULTANT** shall be delivered to the **CITY** within seven (7) days of **CONSULTANT'S** receipt of termination notice, and at no additional cost to **CITY**. Any use of uncompleted documents without specific written authorization from **CONSULTANT** shall be at **CITY'S** sole risk and without liability or legal expense to **CONSULTANT**.

## 5.6 Indemnification and Hold Harmless.

**These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONSULTANT from liability under this section.**

(a) Notwithstanding the existence of insurance coverage required of **CONSULTANT** pursuant to this contract, and except as covered under paragraph (b), **CONSULTANT** shall save, keep defend, indemnify, hold free and harmless **CITY**, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall

defend, indemnify, save and hold harmless **CITY**, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims to the extent resulting from or arising out of the negligent acts, errors or omissions or willful misconduct of **CONSULTANT**, its employees and/or authorized sub-consultants, in the performance of this Agreement.

(b) With respect to any claims relating to or arising out of CONSULTANT'S design professional services (as defined under Civil Code section 2782.8), CONSULTANT shall indemnify and hold harmless **CITY**, its officers, officials, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. CONSULTANT shall not have an upfront duty to defend City under this paragraph (b) but shall reimburse reasonable defense fees and costs to the extent they arise out of CONSULTANT'S negligence, recklessness, or willful misconduct, or as the parties otherwise agree in settlement.

## **ARTICLE VI** **GENERAL PROVISIONS**

### 6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY:           CITY MANAGER  
                              CITY OF LA HABRA  
                              P.O. Box 337  
                              La Habra, Ca. 90633

TO CONSULTANT: Lisa Brownfield  
                              MIG Inc  
                              537 S. Raymond Ave  
                              Pasadena, CA. 91105

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

## 6.2 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 agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

## 6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party

or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

## 6.4 Subcontracts.

**CONSULTANT** shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

## 6.5 Equal Opportunity Employment.

**CONSULTANT** represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

## 6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

## 6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

#### 6.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement. CONSULTANT is not responsible for delays due to causes beyond CONSULTANT'S reasonable control.

#### 6.9 Right to Employ Other Consultants.

**CITY** reserves the right to employ other consultants in connection with this Project.

#### 6.10 Covenant Against Contingent Fees.

**CONSULTANT** warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S** compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### 6.11 Conflict of Interest.

**CONSULTANT** covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONSULTANT**.

#### 6.12 Statement of Economic Interest.

If **CITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONSULTANT** and/or such other person's financial interests.

#### 6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor

shall any waiver constitute a continuing waiver.

#### 6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

#### 6.15 Taxes.

**CONSULTANT** agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

#### 6.16 Compliance With Law.

**CONSULTANT** shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

#### 6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONSULTANT** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

#### 6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

#### 6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

#### 6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties

hereto. All counterparts shall be construed together and shall constitute one agreement.

#### 6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

#### 6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONSULTANT** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONSULTANT** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings, reports, information and exhibits shall become the property of **CITY**.

#### 6.23 Responsibility for Errors.

**CONSULTANT** shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONSULTANT**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that an error or omission attributable to **CONSULTANT** occurs, then **CONSULTANT** shall, at no cost to **CITY**, provide all necessary design drawings, estimates and other **CONSULTANT** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the sole satisfaction of **CITY** and to participate in any meeting required with regard to the correction.

#### 6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONSULTANT** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONSULTANT** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONSULTANT** or statements made by **CITY** or **CONSULTANT** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

NOTE: In the event the **CONSULTANT'S** personal services are required, the following shall apply:

This Agreement is made on the express condition and understanding that Ayla Jefferson's personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason Ayla Jefferson should no longer be the responsible manager for **CONSULTANT**, this Agreement shall be subject to immediate termination on written notice from **CITY**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

**CITY OF LA HABRA:**

**APPROVED AS TO FORM:**

\_\_\_\_\_

\_\_\_\_\_

James Sadro, City Manager


CITY ATTORNEY

**ATTEST:**

\_\_\_\_\_

CITY CLERK

**COUNTER SIGNED:**

  
\_\_\_\_\_

Christopher J. Beynon  
Vice President and Chief Development Officer  
MIG, Inc.

**EXHIBIT "A"**  
**SCOPE OF WORK AND SCHEDULE OF PERFORMANCE**

## Scope of Work

### TASK 1: DISCOVERY AND MANAGEMENT

#### 1.1 Project Initiation

**Kick-off Meeting and Specific Plan Area Tour.** Moore Iacofano Goltsman, Inc. (MIG) Team representatives will meet with City staff to kick off the project and outline overall expectations and desired project outcomes. This meeting will provide an opportunity to:

- » Review and confirm the draft work scope and project schedule;
- » Discuss project goals, opportunities, and constraints;
- » Discuss available and relevant background information and documents (based on a data needs list provided by MIG);
- » Discuss the components and approach for the Community Engagement Plan at a high introductory level as a base for the subsequent Community Engagement Plan meeting; and
- » Discuss and confirm communication protocols and project management.

MIG representatives and City staff will also tour the Plan area to document conditions and discuss opportunities. The MIG Team will have up to six staff people attend the kick-off meeting and tour. The City will be responsible for developing the tour route/stops and providing the tour transportation.

**Project Branding.** MIG will create a project brand that includes a project graphic, document templates, and a color scheme to be used throughout the LHBS update process. This step is important to clearly communicate the information presented as associated with the City's efforts to facilitate development along the corridor. The budget assumes the project branding materials will be revised once.

#### 1.2 Data Collection and Base Mapping

In preparation for the Technical Studies drafting, MIG will prepare a list of requested data and materials for the City to provide. The data and materials will address both GIS and technical needs. MIG anticipates the following GIS material will be requested: existing land use, General Plan land use designations, zoning, existing dwelling units per parcel, existing jobs or non-residential square footage per parcel, street centerlines, and County Assessor data. Building footprint and height attributes are also desirable, if available. All information will be assumed to be accurate and up to date.

MIG, in coordination with the City, will define and format a base map for use throughout the Specific Plan Update process. MIG will ensure all subsequent maps have a uniform style, legend, and title block.

At the culmination of the project, MIG will provide the City with the GIS maps and associated files developed during the process. All GIS data and mapping prepared for the Specific Plan will be developed consistent with City protocols and data formats to ensure easy integration into the City's information system upon project completion. City staff will be responsible for providing GIS data, coordinating formatting and metadata protocols, and reviewing and providing feedback on the base maps. The plans and reports provided in the City's RFP package will be reviewed to determine if additional technical data may be needed. If so, MIG will include the technical information request in the data needs list.

#### 1.3 AB 52

MIG will conduct AB 52 data base research and communicate with Native American Tribes as provided by State law.

## 1.4 Ongoing Team Coordination

### *Client Coordination Calls and Meetings (19 months)*

Key MIG staff will facilitate conference calls (online meetings) twice a month, for up to one hour, with the City to coordinate the project, discuss strategies and work products, and schedule near-term items and data needs. MIG Principal-In-Charge/Project Manager Lisa Brownfield is anticipated to attend each of these calls. Additional project management and technical staff will be included related to their tasks or work products, as needed. As such, the budget assumes a reasonable level of involvement for all team members during the duration of the project. City staff will be responsible for reviewing draft agendas and participating in calls.

### *Ongoing Project Management (19 months)*

MIG will have the lead role in managing the process to ensure the project remains on budget and schedule. This task accounts for MIG's project management and coordination with both City staff and the subconsultant team, as well as regular invoicing, schedule, and budget management.

#### *Deliverables*

- » Data needs list (PDF)
- » Kick-off meeting agenda (PDF)
- » Project meeting agendas, attendance, and summary notes (as needed) (PDF)
- » Base map template (PDF)
- » Project branding materials (PDF)

## TASK 2: COMMUNITY ENGAGEMENT

### 2.1 Community Engagement Plan and Plan Meeting

The MIG scope of work identifies specific community engagement workshops, meetings, study sessions, and events. MIG and appropriate City staff will meet at the project outset (in addition to the Project Kick-off Meeting) to discuss the specified and suggested community engagement events to determine the appropriate course of action. Subsequent to this meeting, MIG will prepare a Community Engagement Plan outlining events and activities by task. The Community Engagement Plan will be integrated into the final work program and schedule.

### 2.2 Stakeholder/Focus Group Interviews

MIG and The Natelson Dale Group (TNDG) will conduct Stakeholder/Focus Group Interviews, as described below:

**Development Community Focus Group Meeting/Interviews.** To complement the statistical aspects of the baseline economic profile and real estate market analysis, TNDG will conduct a focus group meeting with the development community (selected developers and property owners) as part of the overall community outreach program. This meeting would focus on the financial and other practical challenges associated with development in the Plan area, and to identify the real-world incentives that would be most effective in encouraging targeted project types. TNDG will coordinate with City staff to create lists of developers and property owners to invite to the meeting. As appropriate, TNDG would also conduct one-on-one interviews with selected business owners or developers to further develop ideas discussed during the initial meeting.

**Stakeholders' Interviews.** The MIG-led interviews will be conducted to ascertain stakeholders' ideas and vision for La Habra Boulevard. Up to six hours of one-on-one or group interviews with stakeholders or community affinity groups will be conducted by MIG. The stakeholder interviews may be conducted as in-person meetings or on a digital format such as Zoom. MIG will work with City staff to determine who should

be invited (for example, representatives from the City Council or La Habra Commissions, Chamber of Commerce, La Habra Collaborative, local service clubs [Kiwanis, Lions, Soroptimist, etc.], recreation organizations [softball, biking, soccer, etc.], arts/culture [Children’s Museum, Depot Theater], faith-based organizations, etc.). City staff will be responsible for contacting the interviewees, coordinating interview times, and securing a meeting room (if in person). MIG will prepare interview questions, agendas, and a meeting summary for City staff review/comment. One round of review/comment has been budgeted.

### 2.3 Advisory Committee Meetings (5)

Five 2-hour advisory committee meetings will be conducted at key points in the Specific Plan process. The meeting topics may include Introduction/Vision, Technical Analyses Findings/Opportunity Sites Preparation, Opportunity Sites/Alternative Concepts, Preferred Alternative, and Draft Plan. The Committee members should represent a broad spectrum of La Habra residents, business community, social service providers, and other key stakeholders. The Committee members will review technical reports/information prior to each meeting as a basis for providing advisory input/direction during each meeting. The MIG Team will prepare meeting materials (agendas, technical materials, PowerPoint presentations, and concise meeting highlight summaries) and facilitate each meeting. Up to two MIG staff will facilitate/attend each meeting; other team members will participate as appropriate. City staff is responsible for developing the list of committee members, inviting community members to participate, securing meeting facilities, providing refreshments (as appropriate), and providing ongoing communication with Committee members.

### 2.4 Opportunity Sites and Alternatives Workshop

The Opportunity Sites and Alternatives Workshop will solicit input regarding the draft alternatives. MIG will develop an engaging, interactive workshop to better understand community preferences. The workshop will feature alternatives visualizations and renderings (described below). The workshop participants will provide input to select a preferred alternative or identify key components of the preferred plan. MIG will prepare the workshop advertisement/flyer (electronic), workshop agenda, PowerPoint presentation (as needed), meeting materials, workshop activities (as needed), and workshop summary. Materials will be prepared in both English and Spanish. One round of review/comment has been budgeted. MIG will provide up to three facilitators — two English-speaking and one Spanish-speaking; City staff will provide assistance, which may include facilitation or recording, sign in/welcome, minor meeting preparation, and assist with workshop set/clean up. City staff will be responsible for securing a meeting facility and providing meeting refreshments, as appropriate. City staff will be responsible for distributing workshop flyers and advertising the workshop on its social media platforms.

### 2.5 Community Engagement Event #3

A third community engagement event will be determined during the Community Engagement Plan Meeting. The event may be an online Visioning Survey, online Opportunity Sites/Alternatives Survey (to accompany the Opportunity Sites/Alternatives Workshop), or a Preferred Plan Pop Up. MIG staffing and the prepared materials and City staff responsibilities and roles will be comparable to those described for other community engagement events. The specific roles and responsibilities, event format, and event materials will be determined at the Community Engagement Plan Meeting as well.

### 2.6 Graphic Visuals and Renderings

The MIG Team will create compelling visualizations and renderings to support the alternatives development and analysis, and the related workshop. MIG has an array of visualization tools to help the community understand and collaborate on the future vision of La Habra Boulevard, ranging from photo-realistic animations, photo simulations, interactive virtual models, and conceptual artist renderings. Thus, final graphics could be rendered in any of those styles. A list of visualization and rendering products, confirmed during the Community Engagement Plan meeting, may include:

- » Maps, diagrams, infographics, and process diagrams/flow charts

- » Vignette sketches
- » "Before and after" street-level visualizations
- » Bird's-eye perspectives and sections
- » Site plans and sections

Up to 10 graphic visuals will be included with one round of review and comment for each graphic; this may include illustrative streetscape plans but excludes CAD-based concept design drawings. The number and types of visual graphics developed will be determined based on the level of detail desired. MIG may use other graphic communication techniques throughout the public engagement process, such as:

**Graphic Recording** actively summarizes participants' comments in real-time, allowing visual connections and references to occur while the meeting facilitator continues to conduct the community meeting. Graphic recording lets the participants know that the facilitators have "heard" and understand their comments.

**Digital Sketching** presents ideas early to participants in a way that communicates content with a graphic style that emphasizes the conceptual level of refinement. Digital sketches can provide cost-effective means to portray specificity in early design concepts.

**Stylized Diagrams** require a less experiential graphic style, as they typically overlay information, highlight themes/key elements/systems, or present a summary of ideas.

## 2.7 Study Sessions

### *Planning Commission/Other Commissions Study Sessions (2)*

Two Planning Commission/Other Commissions Study Sessions will be conducted throughout the Plan's development. The Study Sessions are intended to be "roll-up-your-sleeves" productive two-hour work sessions. MIG will present reports, technical memoranda, and community input for the Commission(s)' consideration. MIG will facilitate discussions allowing for the Commission(s) to provide comments and recommendations. The Commission(s) recommendations will be summarized and forwarded for City Council consideration. The Study Sessions scheduling will be determined when the Community Engagement Plan is created. That said, it is likely that the Study Sessions will be conducted at the Opportunity Sites/Alternatives phase and the Preferred Plan Phase. MIG will prepare the agenda, Study Session materials (some of which may have been developed as part of other tasks), and a summary. Up to two MIG staff will participate in each Study Session. One round of review for the Study Sessions' materials and/or presentations has been budgeted.

### *City Council Study Sessions (2)*

The City Council sessions' intent and structure will be similar to those of the Commission(s)'. MIG will present the technical study key findings, community input, and Commission(s)' recommendations for consideration. MIG will facilitate two two-hour sessions allowing for the City Council to provide its comments and recommendations. The City Council's recommendations may inform the vision, draft alternatives, opportunity sites, preferred concepts, and overall plan development, as appropriate. The Study Sessions scheduling will be determined when the Community Engagement Plan is created. MIG will prepare the agenda, Study Session materials (some of which may have been developed as part of other tasks), and a summary. Up to two MIG staff will participate in each Study Session. One round of review for the Study Sessions' materials and/or presentations has been budgeted.

#### *Deliverables*

- » Draft Community Engagement Meeting and Plan (PDF)
- » Final Work Program and Schedule (PDF)
- » Development Community Focus Group Meeting//Interviews
- » Stakeholders' Interviews, agenda, questions, and summary (PDF)

- » Advisory Committee Meetings’ agendas, presentations, technical materials, and summaries (PDF)
- » Opportunity Sites/Alternatives Workshop including advertisement/flyer, agenda, presentation, workshop materials, and summary
- » Community Engagement Event #3: TBD.
  - Deliverables are anticipated to be comparable to those prepared for other community engagement events. The Event and appropriate materials will be determined in the Community Engagement Meeting and Plan.
- » Study Sessions materials/summary, total of four 2-hour sessions (PDF)
- » Graphic visuals (up to 10) (PDF)

### TASK 3: LA HABRA AND LA HABRA BOULEVARD TODAY (TECHNICAL STUDIES)

At Task 3’s outset, MIG will create a technical study outline and format for City staff to review and provide comments. The technical analyses and report preparation will be conducted supporting the agreed upon outline and format.

#### 3.1 Area Profile — Land Use, Demographic, Economic

MIG and TNDG will comprehensively and concisely summarize existing conditions and technical information to support the Specific Plan and EIR’s preparations. We will examine:

- » Land use trends and patterns, sub-corridor character, public spaces, and opportunity sites; MIG will use the City’s GIS land use database with windshield survey field checks and aerial photograph review, as necessary;
- » Building footprints (as provided) to determine existing densities and floor-area ratios and building heights;
- » Historic resources, as appropriate;
- » Parks, recreation, open space facilities, and geographical service areas for each facility;
- » Population and households (existing and projected);
- » Key demographic characteristics of the resident population (including income levels, age distribution, racial/ethnic distributions, occupation, and educational attainment);
- » Employment (i.e., jobs based in the Plan area), segmented by major industry type; and
- » Existing retail/restaurant sales by category (including estimates of existing leakage or attraction by category).

The Area Profile will rely heavily on maps, tables, and other graphics to supplement written text to increase readability for community members who are not familiar with documents to the Area Profile. The Area Profile will be provided to City staff for review in an electronic format. The Area Profile will be revised once in response to City staff comments provided in a single comment document using track changes format.

#### 3.2 Market Demand Technical Study

Building on the baseline economic analysis, the real estate market study will quantify immediate and longer-term development opportunities within the Plan area and identify policy measures necessary to achieve these potentials. The market analysis will provide an important “reality check” on stakeholder expectations regarding future development in the Plan area; it will also inform the consultant team’s implementation recommendations. Using CoStar data, TNDG will profile existing market conditions in the Plan area in terms of current vacancy levels and lease rates, historic and recent development/absorption trends, and prevailing land values. Where appropriate, market conditions in the Plan area will be compared to regional benchmarks. Given that implementation of the updated LHBSPP will likely focus on infill/redevelopment opportunities, the market study will include an evaluation of potentials for intensifying and revitalizing older

commercial sites. To appropriately focus the market study effort, TNDG would coordinate with City staff and MIG early in the process to identify key sites or parcels within the Plan area where initial development or redevelopment is most likely to occur. TNDG's market analysis will include the following land use categories:

- » Retail/restaurant/entertainment
- » Office and local services
- » Industrial (secondary emphasis in market study, mostly for context)
- » Housing (various densities and product types, including market-rate and affordable)
- » Mixed-use development incorporating combinations of the above land uses

The demand projections for each land use will be based on TNDG's proprietary demand forecasting models. The projections will be phased over a 20-year forecast horizon and expressed in terms of potential absorption of dwelling units, commercial square space, and associated acres by year. The Market Demand Technical Study will be provided to City staff for review in an electronic format. The Market Demand Technical Study will be revised once in response to City staff comments provided in a single comment document using track changes format.

### 3.3 Streetscape, Landscape, and Community Character Technical Study

MIG will assess existing conditions of La Habra Boulevard in terms of landscape health and appearance, site furnishings, median and parkway improvements, sidewalks, tree wells, wayfinding and signage, crosswalk pavement conditions, and lighting. We will also evaluate potential opportunities to enhance the Boulevard with upgraded drought tolerant planting; efficient sustainable irrigation; LED street and pedestrian lighting; targeted pavement enhancements; themed art elements; city monument signage; planters; banners; trash receptacles; benches, shaded bus shelters and overall branding. The Streetscape, Landscape, and Community Character Technical Study will be provided to City staff for review in an electronic format. The Streetscape, Landscape, and Community Character Technical Study will be revised once in response to City staff comments provided in a single comment document using track changes format.

### 3.4 Open Space, Parks, and Community Facilities Technical Study

MIG will identify the type, size, and location of existing, desired, and proposed community facilities including parks, centers, open space, public realm, or vacant parcels along the boulevard that could be enhanced through landscape improvements. We will indicate the steps required by the City to develop, maintain and improve these amenities. The Open Space, Parks, and Community Facilities Technical Study will be provided to City staff for review in an electronic format. The Open Space, Parks, and Community Facilities Technical Study will be revised once in response to City staff comments provided in a single comment document using track changes format.

### 3.5 Transportation Technical Study

**Transportation (Non-CEQA Assessment).** In preparation for or as part of the environmental review process, KOA will establish baseline conditions by coordinating the collection of turning movement counts at 16 signalized intersections along La Habra Boulevard with the City of La Habra (City to order and pay for counts). KOA will develop a traffic analysis model to determine existing traffic conditions along the corridor. For any proposed land use changes, KOA will conduct a trip generation assessment to determine the anticipated number of trips as part of any land use changes. Depending on anticipated build-out year, KOA will use general anticipated traffic growth patterns to determine future baseline vehicle volumes along La Habra Boulevard. KOA will aggregate future baseline volumes to anticipated vehicle volumes generated as part of proposed land use changes and determine Future Specific Plan traffic conditions. This analysis

will provide information on anticipated traffic operational changes at intersections along La Habra Boulevard and provide insight areas of potential gridlock and outline improvement treatments to facilitate traffic flow.

**Mobility, Complete Streets.** KOA will work with MIG to explore what innovative measures can be incorporated on La Habra Boulevard to improve active mobility and safety. KOA understands that the City recently adopted its Complete Streets Plan, which includes a toolbox of elements and outlines potential improvements along La Habra Boulevard. Based on field reviews, existing infrastructure deficiencies and assess opportunities for mobility improvements, KOA will explore any potential roadway modifications, intersection improvements, and other connectivity improvements that will facilitate access and safety to and from La Habra Boulevard.

The Transportation Technical Study will be provided to City staff for review in an electronic format. The Transportation Technical Study will be revised once in response to City staff comments provided in a single comment document using track changes format.

### 3.6 Infrastructure Development and Public Services Technical Study

JMD will gather available information from MIG, the City, and other sources pertaining to existing and proposed infrastructure and public services within the Plan. JMD will assess the current public infrastructure facilities and services to identify deficiencies. The Infrastructure Development and Public Services Technical Study will be provided to City staff for review in an electronic format. The Infrastructure Development and Public Services Technical Study will be revised once in response to City staff comments provided in a single comment document using track changes format.

#### *Deliverables*

- » Technical Studies Outline/Format Structure (1 round of review) (Word and PDF)
- » Area Profile and Technical Studies (Word and PDF)

## TASK 4: ALTERNATIVES AND PREFERRED PLAN SELECTION

### 4.1 Opportunity Site Analysis/Visualization

Initially, MIG will work with City staff to identify portions of the corridor that are working well and are not anticipated to significantly change. These areas will be subject to “maintenance and support” policies developed as part of the Specific Plan. Using the land use, economic, and other data obtained in the Area Profile, Technical Studies, and the adopted Housing Element’s unit mix and sites, MIG will work with City staff to determine sub-corridor areas that will benefit from revitalization and or reuse. MIG, TNDG, and City staff will identify key sites or parcels within the Plan area where initial development or redevelopment is most likely to occur and become opportunity or catalyst sites for commercial, mixed-use, and/or residential use. Opportunity sites may highlight larger-scale development opportunities. Once sites are identified, MIG will work with City staff to determine possible land uses, building massing/heights, and other characteristics to consider for graphic visualization alternatives.

### 4.2 Alternatives Design Charrette

As part of the Alternatives tasks, MIG, key consultant team members, and City staff will meet for an intensive “roll-up-your sleeves” 2.5-hour Alternatives Design Charrette conducted in MIG’s Pasadena office. The land use, Urban Footprint, and other data will be reviewed. The Charrette participants will then propose and vet land use concepts for inclusion as alternatives. At the end of the charrette, we will have a very strong understanding of the alternative’s components for further study and public vetting.

### 4.3 Urban Footprint Land Use Analysis and Alternatives Analysis

MIG will analyze land use scenarios for the Plan area using Urban Footprint. Urban Footprint software includes analytical engines that measure the fiscal, environmental, transportation, public health, and community impacts of land use scenarios. MIG will work with City staff to determine the impacts to be evaluated. MIG will develop two scenarios for up to four focus areas, as allowed by the budget. The Urban Footprint data will be used for discussion with City staff, Planning Commission, City Council, and the public, as appropriate, regarding the outcomes associated with each scenario. This will allow the alternatives to be compared and those best implemented to be identified and discussed during the public engagement events. In addition to highly graphic land use alternative maps, Urban Footprint can produce comparative tables and graphics for the various scenarios to illustrate, for example, jobs generated, relative water consumption, vehicle miles traveled, energy use, or other indicators of interest.

### 4.4 Alternative Analysis/Summary

Based on the previous technical analyses and the Alternatives Design Charrette, the proposed land use components will be refined into up to three formal land use alternatives. The technical information generated earlier will be refined to reflect the formal land use alternatives, as allowed by the budget. In addition, the alternatives' analysis will consider public realm improvements (sidewalks, public amenities, and street parking). Opportunity sites and the land use alternatives will be graphically depicted by visualizations and other visual tools as determined in the Public Engagement Plan. The technical analysis and the visualizations will be summarized in a Land Use Alternatives Summary document for City staff review. Upon receipt of one document consolidating all comments, the Land Use Alternatives Summary document will be revised once and provided to City staff for distribution to the public, Planning Commission, and City Council for use in the Study Sessions, and the Opportunity Sites/Alternatives Workshop.

### 4.5 Preferred Plan

On rare occasions, the Commission's, City Council's, and the public's input points strongly to one alternative. However, most communities like something from Alternative A, something else from Alternative B, and a third component from Alternative C. If this is the case, preferred components will be combined and refined to create the Preferred Plan. Similarly, the build out analysis will be revised to reflect the Preferred Plan. The Preferred Plan analysis will be provided to the City electronically for City staff review and comment. The Preferred Plan will be revised upon receipt of a single comment document.

#### *Deliverables*

- » Opportunity Sites Maps (1 round of review) (PDF)
- » Alternatives Design Charrette, including land use materials and maps
- » Land Use Alternatives Summary (including visualizations and other graphics, as appropriate) (1 round of review) (PDF)
- » Preferred Plan Map and refined analysis (1 round of review) (PDF)

## TASK 5: PLAN DEVELOPMENT

MIG will explore creative, complementary land use, community facilities, streetscape/landscape, parking, infrastructure and public services, and environmental strategies to increase housing, spur economic activity, and enhance the character of La Habra Boulevard. The specific plan update will include a mix of densities/intensities and product types appropriate for the Plan area in alignment with the related regulatory documents.

## 5.1 Policies, Plans, and Program Assessment

The La Habra Boulevard Specific Plan (LHBSP) has undergone various iterations since its adoption in 1988. The evolution of the Plan area’s vision, boundaries, and mechanisms for implementation impacts the City’s ability to effectively plan for and finance capital improvements and streamline housing development. MIG will review the following documents to evaluate past effectiveness of the LHBSP to then streamline the approach to implementation in the LHBSP update.

- » Plan for Downtown Redevelopment (1975)
- » La Habra Boulevard Specific Plan (adopted 1988, amended 1999, codified 2007)
- » La Habra General Plan (2014)
- » Analysis from SCAG Compass Blueprint Project (2008)
- » La Habra Complete Streets Master Plan (2019)
- » La Habra Municipal Code (2023)

## 5.2 Specific Plan

The Preferred Plan (Task 4.5) will become the foundation for the Specific Plan and the environmental review document. Prior to crafting the Specific Plan, MIG will propose an outline structure, including layout and chapter organization to create a streamlined Plan that works well as a possible web-based document. The specific plan will discuss and illustrate key elements and systems, such as near-term action items, housing, commercial revitalization, economic development measures, infrastructure assessment, and possible transportation improvements. These recommendations will focus on provisions for residential development through standards that streamline the CEQA process for infill housing projects, increasing housing supply and affordability in an overall effort to meet housing goals. Recommendations will also focus on development standards and strategies that facilitate non-residential and/or mixed-use development. A funding and phasing strategy will examine potential financing and implementation strategies. Core regulatory components may include sustainable development, air quality/GHG reduction, housing, transportation/mobility, and infrastructure. Anticipated LHBSP chapters include:

- » Introduction
- » Community Profile and Vision
- » Land Use/Housing Plan
- » Open Space, Parks, and Community Facilities
- » Streetscape, Landscape, and Community Character
- » Infrastructure and Public Services
- » Mobility and Parking
- » Implementation and Financing Strategy
  - Phasing
  - Financing
  - LHBSP’s Administration
- » Development Design Guidelines and Standards

**Introduction** – The first chapter, Introduction, will set the stage for the LHBSP. It will discuss the LHBSP’s purpose and intent, State law requirements, community engagement process, and other factors.

**Community Profile and Vision** – This chapter comprises two primary sections: briefly describes the 2023 La Habra Boulevard corridor—its “existing conditions” and describes/illustrates the vision for the overall corridor, sub-districts, and the catalyst and opportunity sites, as appropriate.

Land Use/Housing Plan – The Land Use/Housing Plan identifies, maps, and illustrates proposed land use patterns (including residential) and specifically permitted and prohibited land uses. This chapter will identify the number of housing units, nonresidential square footage, and employment and population estimates.

Open Space, Parks, and Community Facilities – This chapter identifies community facilities and open space/parks needed to support the La Habra Boulevard corridor’s viability and livability. Again, both public and private realm opportunities will be highlighted and addressed. Given that the corridor is primarily built-out, the identification and location for these features will need to be creative. Necessary steps to ensure the community facilities are developed, maintained, or improved will be highlighted with additional discussion in the Implementation and Financing Strategy chapter.

Streetscape, Landscape, and Community Character –This chapter sets forth the design character for the corridor and its sub-districts. It will discuss design requirements for both public and private realms.

Infrastructure and Public Services – The Infrastructure Development and Public Services Plan will be prepared in accordance with Government Code 65451 and constitute, or be summarized, as the Infrastructure and Public Services chapter of the LHBSP. The Plan will analyze the following infrastructure elements: sewer, waste management, road and pavement, stormwater, public water, communications, and open space. In addition, private realm public services will be analyzed including natural gas, electricity, and telecommunications. This chapter will include high-level graphics and maps to support the text. Cost and phasing estimates will be included in the Implementation and Financing Strategy chapter.

Mobility – The Mobility chapter will look to implement and supplement the City’s recently adopted Complete Streets Master Plan. KOA will identify linkage improvements or other opportunities to improve parking, and pedestrian, bicycle, and motor vehicle circulation, as appropriate.

Implementation and Financing Strategy – The Implementation and Financing Strategy chapter establishes the LHBSP’s administration, financing, and phasing. For example, it will identify procedures for specific plan modifications and amendments. It will suggest possible financing sources and order of magnitude costs for key infrastructure and parks and open space. It will identify near term, short term, and long term actions to fully implement the LHBSP. This chapter will recommend strategic public improvements and identify key catalyst projects and programs needed to make the Specific Plan vision a reality. This task will provide a “toolbox” of potential implementation strategies and financing mechanisms available to achieve the short and long-term goals of the Plan. Particular emphasis will be given to identifying opportunities to leverage public financing with private investment. The overall implementation plan will include the following components:

- » Identification and prioritization of key opportunity parcels
- » Recommended timing of public improvements
- » Identification of municipal incentives necessary to attract desired tenants/land uses
- » Designation of lead agencies (potentially including private sector partners) for implementation of Specific Plan actions
- » Identification of potential funding sources and financing mechanisms

Development Design Guidelines and Standards – This chapter uses text, graphics, illustrations, and photographs identifying and depicting the required development standards, and the suggested design guidelines for both the public and private realms. This chapter will replace the current Chapter 18.44 SP – La Habra Boulevard Specific Plan Zone.

An Administrative Draft LHBSP will be prepared and submitted to City staff for review. Upon receipt of one consolidated comment document using the track changes function, MIG will revise the Administrative Draft

and create the Public Review Draft Specific Plan. The Public Review Draft will be provided to the City electronically for website uploading and distribution.

#### *Deliverables*

- » Specific Plan Outline Structure (1 round of review) (PDF and Word)
- » Administrative Draft Specific Plan (1 round of review) (PDF and Word)
- » Public Review Draft Specific Plan (1 round of review) (PDF and Word)

## TASK 6: ENVIRONMENTAL IMPACT REPORT

The La Habra Boulevard Specific Plan (LHBSP or the Project) requires compliance with the California Environmental Quality Act (CEQA). The City, as the lead agency under CEQA, will prepare a program environmental impact report (EIR) because the LHBSP proposes general land uses rather than specific development plans on specific sites in accordance with State CEQA Guidelines (SCG) Section 15168.

### 6.1 EIR Initiation

Once the Specific Plan document has a conceptual land use plan, MIG environmental staff will host a Zoom meeting with City staff to confirm the documents and project information needed to prepare and process the EIR. This meeting will also be an opportunity to discuss key issues and concerns, establish communication protocols, and review the EIR schedule. Key issues with respect to schedule will include a working description of the updated Specific Plan text and graphics.

### 6.2 Technical Studies

#### *Traffic and Circulation*

**Vehicle Miles Traveled Assessment.** KOA will work with SCAG to acquire the regional travel demand model to determine existing Vehicle Miles Traveled (VMT) conditions. La Habra's existing aggregate VMT and per-capita VMT will be calculated from the regional travel demand model. Further adjustments will be made to arrive at a Specific Plan-area VMT and per-capita VMT number. Based on regional growth patterns and anticipated land use changes as part of the Specific Plan effort, KOA will determine the build-out year corresponding VMT numbers and determine the anticipated changes. KOA will use the North Orange County Collaborative VMT Screening Tool and work with City staff to determine any VMT thresholds as part of the Specific Plan effort. If these do not exist, KOA will work with the City to inform what these thresholds can be as part of this effort.

**Other Technical Studies.** MIG will use information from the KOA prepared TIA and VMT studies to help prepare the following additional technical studies. MIG assumes that, due to the developed condition of the LHBSP area, no focused studies of biological or cultural resources will be needed although summary information will be provided in the appropriate EIR sections. Since this is a programmatic EIR, MIG does not anticipate having detailed hydrology, grading, or specific site development information but JMD Engineering will provide civil engineering services suitable for preparation of a specific plan.

#### *Air Quality Analysis*

MIG will evaluate the proposed project's potential individual and cumulative air quality impacts in accordance with Appendix G of the CEQA Guidelines and recommended guidance from the South Coast Air Quality Management District (SCAQMD). The California Emissions Estimator Model (CalEEMod, Version 2022.1.0) and project specific data (e.g., land use and trip/mobility data) will be used to estimate the potential net change in emissions that could occur with the LHBSP. The resulting emissions estimates will be compared to regional CEQA significance thresholds maintained by the SCAQMD. The air quality impact assessment will incorporate all applicable emission reduction policies included in the City's General Plan and/or the proposed LHBSP. If necessary, MIG will identify the best management practices or mitigation measures to reduce construction and operational emissions generated by the proposed project. To

complete this task within the schedule and budget, MIG has assumed it will conduct up to nine (9) CalEEMod runs (existing emissions, unmitigated and mitigated construction, and operational emissions for up to 3 total land use scenarios) using project-specific data collected by the City and the MIG Team.

### *Greenhouse Gas Emissions/Energy*

MIG will evaluate the proposed project's potential GHG and energy impacts in accordance with Appendix G of the CEQA Guidelines and recommended guidance from the California Air Pollution Control Officer's Association (CAPCOA) and the SCAQMD. MIG will quantify the proposed project's GHG emissions and evaluate the significance of these emissions using a multi-pronged test that considers both the magnitude of the project's GHG emissions levels (e.g., metric tons per year) and the Project's consistency with applicable plans, policies, and regulations adopted for the purposes of reducing GHG emissions, including the CARB Scoping Plan and the City's CAP. The GHG/Energy technical report will be prepared in coordination with the Project's Air Quality report, ensuring consistent analytical assumptions and methodologies are used across technical reports. Regarding Energy Resources, MIG will evaluate the proposed project's potential individual and cumulative energy use impacts, in accordance with CEQA Guidelines' Appendices F and G and case law governing CEQA energy analysis (e.g., Tracy First v. City of Tracy). MIG will quantify the project's potential consumption of petroleum fuel, electricity, and natural gas during all phases of construction, evaluate whether the project would result in the wasteful, inefficient, or unnecessary consumption of energy resources and determine if the proposed Project could conflict with any applicable renewable energy or energy efficiency plans or policies. To complete this task within the schedule and budget, MIG has assumed it will prepare up to nine (9) energy consumption spreadsheets (existing emissions, unmitigated and mitigated construction, and operational energy usage for up to three total land use scenarios) detailing electricity, natural gas, and fuel consumption estimates based on project-specific data collected by the City and the MIG Team.

### *Noise/Vibration*

MIG will evaluate the proposed project's potential noise and vibration impacts in accordance with CEQA Guidelines' Appendix G. MIG will conduct short-term (up to one hour) and long-term (up to 24 hours) noise monitoring at up to four locations at and adjacent to the planning area to adequately describe the existing noise environment in the planning area. The noise analysis will quantify peak and typical construction activity noise levels, and, if necessary, identify best management practices or mitigation measures that would reduce the magnitude of potential construction noise impacts to less than significance. The majority of the noise analysis would focus on the potential for the specific plan to change transportation noise levels in the planning area (e.g., through changes in traffic volumes or changes in mode shifts). MIG proposes to model existing and proposed transportation noise levels using the Federal Highway Administration's Traffic Noise Model. The analysis will also focus on the potential for construction or transportation-related vibration (e.g., train traffic) to affect any existing or future vibration sensitive structures in the planning area. To complete this task within the schedule and budget, MIG has assumed it will model traffic noise levels on up to 11 roadway segments and rail noise levels on one railway segment under existing conditions and up to three future conditions.

## **6.3 Notice of Preparation (NOP) and Scoping Meeting**

MIG will prepare a Notice of Preparation (NOP) to announce the City's determination that a Programmatic Environmental Impact Report (PEIR) will be prepared for the LHBSP, and to request comments concerning the scope and nature of issues to be addressed in the EIR. The NOP provides an opportunity for Responsible Agencies, other governmental entities, and/or other interested parties to review the LHBSP, identify issues of concern, and to suggest approaches to avoid or reduce the potentially adverse effects of the proposed Project. IMPORTANT NOTE: MIG will not prepare an Initial Study prior to preparing a comprehensive EIR as allowed under SCG Section 15060.

MIG will produce and distribute electronic copies of the NOP (up to 30 CD or “flash drive” copies, two bound copies and one reproducible copy) using the City’s official CEQA distribution list. Release of the NOP will initiate a 30-day public review and comment period. MIG will address written comments related to potential environmental impacts raised through the NOP in the PEIR. The LHBSP may include a General Plan Amendment depending on land uses of specific sites within the LHBSP. If so, it would meet the CEQA Guidelines definition of a “Project of Statewide, Regional or Areawide Significance” (SCG Section 15206), which must have a scoping meeting as required by SCG Section 1508 (c). Even if Section 15206 does not apply, MIG recommends a scoping meeting be held during the 30-day NOP review period. MIG will participate in the meeting and prepare a PowerPoint presentation about the environmental review process and environmental issues associated with the LHBSP. The scoping meeting’s purpose will be to provide objective information about the proposed land uses and locations and their timing of development. In addition, the meeting will be used to explain the CEQA process, the general schedule, and collect issue information and concerns of attendees.

#### 6.4 Prepare Screencheck Draft EIR

MIG will prepare a comprehensive Screencheck Draft EIR (SCD EIR) providing a thorough and objective analysis of the potential environmental impacts identified in the State CEQA Checklist. The SCD EIR will include the following components in accordance with CEQA Guidelines requirements.

- » Introduction
- » Executive Summary
- » Project Description
- » Environmental Setting/Existing Conditions
- » Evaluation of Potential Environmental Affects (includes individual sections to review each issue area – i.e., Aesthetics, Noise, Land Use, etc.)
- » Significant Unavoidable Adverse Impacts
- » Significant Irreversible Environmental Changes
- » Growth-Inducing Impacts
- » Cumulative Impacts
- » Alternatives to the Proposed Project
- » Effects Not Found to be Significant
- » References and Persons Consulted

A detailed Project Description will be provided, as well as documentation of existing conditions. The proposed Project would then be compared to existing conditions in order to determine Project impacts for each of the 20 CEQA Checklist issues areas. For those instances where potential impacts would be significant, effective, enforceable, and practical mitigation measures will be prepared in collaboration with City staff to address such impacts.

Up to three alternatives will be developed and evaluated for the Project; this includes the CEQA-required No Project Alternative. The alternatives would be compared to the proposed Project to determine if they would reduce significant Project impacts while still meeting most of the Project objectives. The SCD EIR will be submitted electronically for City staff review. MIG is anticipating two rounds of review by City staff (i.e., “Screencheck Draft” and Revised Screencheck Draft”) which includes a “consolidated” set of written comments for each review cycle using the “track changes” function.

## 6.5 Draft EIR and Noticing

Following the Screencheck Draft DEIR reviews and comments outlined, MIG will prepare the Draft EIR. Following the City's "proof-check" review to make sure all the comments are adequately addressed, MIG will make any final necessary revisions and the Public Hearing Draft EIR will be ready for public circulation.

MIG will prepare a Notice of Completion (NOC) and related forms for electronic submittal to the State Clearinghouse as well as a Notice of Availability (NOA) to be transmitted to other government and quasi-governmental agencies, special interest groups, and interested persons. Circulation of the Public Review DEIR will initiate a mandatory 45-day public review period as required by CEQA. This proposal assumes the City will publish the NOA in a local newspaper of general circulation and post it at the usual locations where planning actions are announced to the public. MIG will post the NOA with the Orange County Recorder's Office and will produce and distribute, via certified mail, up to 30 NOA forms with web links to the EIR and supporting studies for review and comment by local agencies and the public. MIG will prepare one bound hard copy and an electronic version in both PDF and Word formats of the Public Review DEIR for reproduction and City files.

## 6.6 Response to Comments and Final EIR

Following the close of the 45-day public review period, the City will transmit all written comments received to MIG. MIG will prepare a Screencheck Draft Response to Comments/Final EIR (RTC/FEIR). This includes written responses to comments, addressing such comments with a reasoned analysis of issues raised. In some cases, responses may result in revisions to the text or exhibits contained in the DEIR, and such changes would be documented in the administrative draft RTC/FEIR. The document will also include: a list of entities commenting on the DEIR and an erratum to address corrections and clarifications to the DEIR. Technically under CEQA, the DEIR is also considered to be part of the Final EIR, although it is maintained as a separate volume. A Mitigation Monitoring Reporting Program (MMRP) can be provided as part of the FEIR document or as a separate document prior to the commencement of public hearings.

It is difficult to predict the number or complexity of comments received on the Draft EIR. MIG allocated approximately 80 hours of staff time, which is our best estimate of the time needed to complete this task. In the event that the allocated budget is exceeded due to the number, length, or complexity of the comments received, additional budget authorization may be needed.

MIG proposes a stand-alone FEIR document to accompany the DEIR as part of the administrative record. This format does not include a highlight/strikeout version of the Draft EIR as part of the Final EIR. The budget assumes one round of one consolidated set of City comments on the Screencheck RTC/FEIR document before finalizing the draft. MIG will revise the RTC/FEIR based on the comments made by the City on the first draft. MIG will revise the RTC/FEIR to incorporate City comments and provide a proof-check draft to the City to ensure that their comments have been addressed. Following City sign-off on the RTC/FEIR, it will be finalized and MIG will distribute it to the DEIR commenters via certified mail or email at least 10 days prior to action on the LHBS and EIR. MIG will provide an electronic PDF copy of the RTC/FEIR document and one hard-bound copy per the City's RFP.

## 6.7 Notice of Determination (NOD)

Within five days of the EIR's Certification, MIG will prepare and file the Notice of Determination (NOD) with the County Clerk and the State Clearinghouse. It is assumed that the applicant will pay for all filing and the California Department of Fish and Wildlife fees.

## 6.8 EIR Project Management/Meetings

In addition to the EIR kick-off meeting, MIG will hold up to five total meetings/teleconferences with City staff and other members of the Project team.

*Deliverables*

- » Strategy Meeting with City Staff Initial Study
- » Notice of Preparation/Scoping Meeting
- » Draft EIR and all required technical studies
- » Notice of Availability/Notice of Completion
- » Response to Comments/Final EIR
- » Notice of Determination
- » Five EIR PM meetings/teleconferences with City staff

## TASK 7: HEARINGS AND ADOPTION

### 7.1 Public Hearings (2)

The MIG Team has budgeted for two public hearings for adoption: one with the Planning Commission and one with the City Council. MIG will be responsible for preparing the presentations; City staff will be responsible for preparing the public notices, staff reports, and resolutions/ordinances. The Public Review Draft Specific Plan will be provided to both the Planning Commission and City Council for review and comment. MIG will compile all approved recommendations provided by the Planning Commission into a table/matrix for inclusion in the City Council staff report. Additional meetings and/or materials will require additional scope and fees.

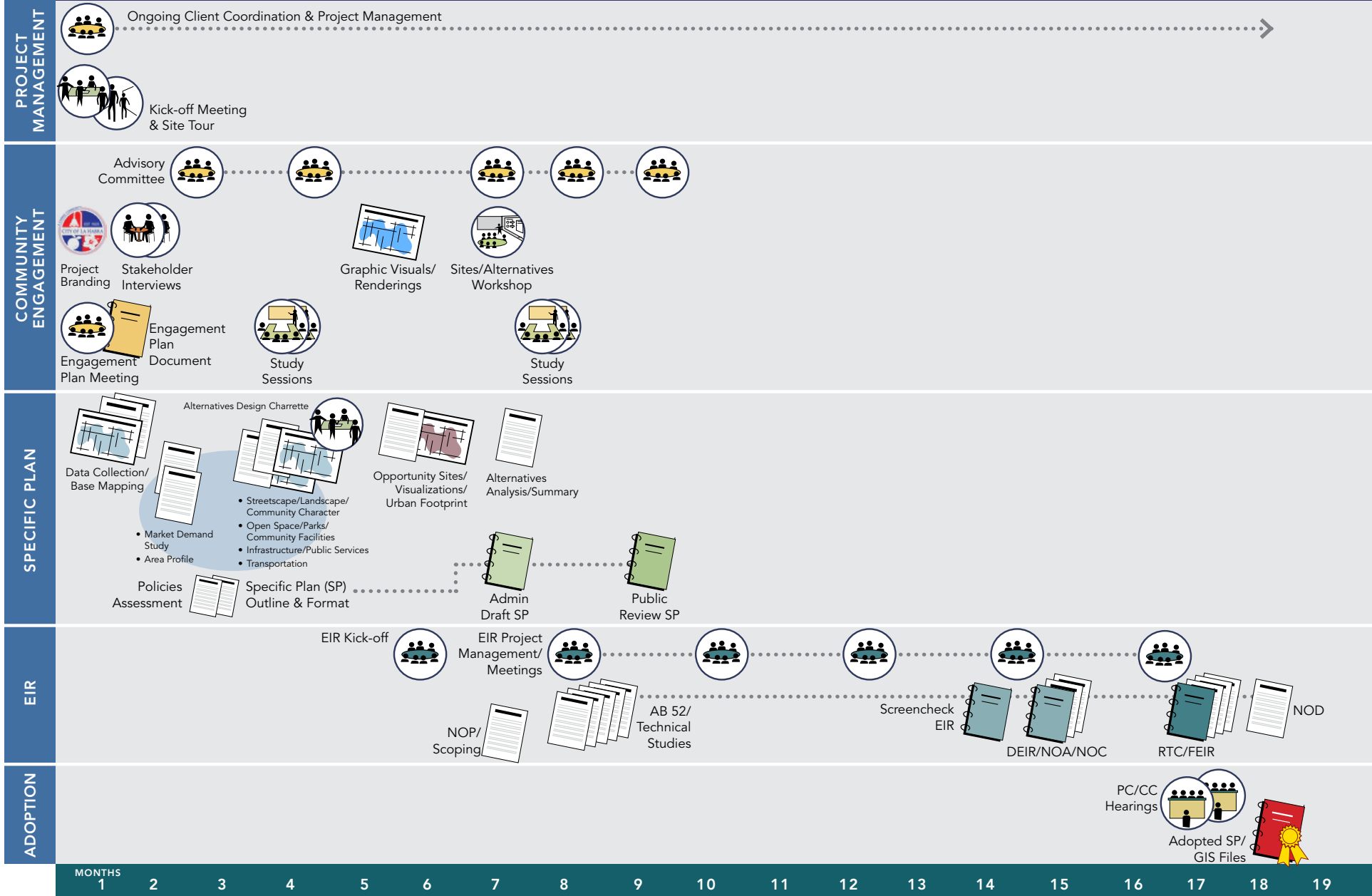
### 7.2 Adopted Specific Plan and Final GIS Files

Upon the LHBSP's adoption, MIG will prepare the Adopted La Habra Boulevard Specific Plan, which includes all changes or revisions as directed in the City Council's adopting motion. One round for a City staff "proof check" is budgeted. The Adopted LHBSP will be provided to the City electronically. Upon adoption, MIG will provide all final GIS data/shapefile/and geodata base to the City electronically for the City's use and files.

*Deliverables*

- » Planning Commission public hearing attendance and PowerPoint presentation (1)
- » City Council public hearing attendance and PowerPoint presentation (1)
- » Adopted Specific Plan (Word and PDF)
- » Final GIS data/shapefiles/geodatabase

# La Habra Boulevard Specific Plan Update



**EXHIBIT "B"**  
**COMPENSATION RATES AND CHARGES**

