

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this 14th day of July, 2009, by and between the Community Redevelopment Agency of Guadalupe (hereinafter referred to as "AGENCY") and Tierra West Advisors, Inc. (hereinafter referred to as "CONSULTANT").

WITNESSETH

The parties hereto do agree as follows:

SECTION 1. RECITALS. This Agreement is made and entered into with respect to the following facts:

- (a) The AGENCY desires to undertake certain activities necessary for the planning, development and execution of projects thereunder; and
- (b) The AGENCY desires a highly qualified CONSULTANT to provide technical assistance in the area of Community Outreach and Implementation Services, and Five Year Implementation Plan Support; and
- (c) The CONSULTANT represents that it is qualified to perform such services and has agreed to do so pursuant to this Agreement; and
- (d) The AGENCY desires to contract with the CONSULTANT on the basis of the following terms and conditions.

SECTION 2. EMPLOYMENT. The AGENCY hereby employs the CONSULTANT and the CONSULTANT hereby accepts such employment, as CONSULTANT to the AGENCY, for purposes of providing technical assistance in the areas of membership outreach, fundraising and project coordination activities.

SECTION 3. SCOPE OF SERVICES. Upon authorization by the Executive Director of AGENCY, the CONSULTANT will diligently perform the tasks and prepare the documents necessary for on-call services (the "Project"). The specific tasks to be accomplished will be those outlined in the Scope of Services of the Proposal (Attachment A), and specifically the letter dated June 11, 2009 from CONSULTANT to AGENCY entitled "Draft Project List for the 'On Call Services' Contract Proposal". However, CONSULTANT shall not undertake any services set forth in the Scope of Services without the express written direction of the Executive Director of the AGENCY.

SECTION 4. TERM. The term of this Agreement shall be two years from the date of this Agreement as first shown above with an option for a third year, exercisable at the discretion of the AGENCY, or until its abandonment by the AGENCY, whichever occurs first. The schedule of performance shall be as outlined in the preliminary schedule prepared by the CONSULTANT. If necessary, the schedule may be modified upon approval of the AGENCY staff.

SECTION 5. CONSULTANT PROJECT TEAM. Regan Candelario, Senior Associate and Project Manager, will be designated as the responsible party for the CONSULTANT, and his services will be billed at the Senior Analyst rate set forth in Section 6. Other project team members may include Mike Garcia and Zoe Urrutia.

If at any time during the term of this Agreement the foregoing principal consultant staff designated to work on the Project are no longer available to work on the Project, the AGENCY retains the right to renegotiate this Agreement.

SECTION 6. COMPENSATION. The CONSULTANT will perform those tasks and deliver the products outlined in the Scope of Services for a fee not to exceed TWENTY THOUSAND DOLLARS (\$20,000). The entire contract amount will be a maximum of TWENTY THOUSAND DOLLARS (\$20,000). However, no fee shall be payable for any services undertaken without the express written direction of the Executive Director of the AGENCY.

Reimbursable expenses shall mean necessary out-of-pocket expenses incurred by the CONSULTANT in the performance of this Agreement for postage, printing and duplication costs, and messenger costs. Reimbursable expenses shall be billable at the actual costs reasonably incurred therefor plus a 10% surcharge.

Within ten (10) days after the last day of any month, the CONSULTANT shall submit an invoice to the AGENCY itemizing tasks performed, hours and partial hours spent on such tasks and related reimbursable expenses. The hourly rates for professional services rendered pursuant to this Agreement shall be those presented below.

Principal/Director	\$195
Senior Associate	\$160
Associate	\$140
Senior Analyst	\$115
Analyst	\$105
Research Assistant	\$ 85
Word Processor/Graphic Artist	\$ 65
Clerical	\$ 50

SECTION 7. PAYMENT PERIOD. The AGENCY shall review the invoices submitted by CONSULTANT to determine whether the nature and extent of the services performed are consistent with this Agreement. Payment shall be made within thirty-five (35) days following receipt of the invoice by the AGENCY or AGENCY shall give to CONSULTANT a written notice objecting to charges, including a statement of reasons for such objections.

SECTION 8. RIGHT OF TERMINATION. This Agreement may be terminated by the AGENCY, with or without cause, in its sole discretion, on ten (10) days written notice to the CONSULTANT.

In such event, the CONSULTANT shall, on the AGENCY's request, promptly surrender to the AGENCY all completed work and work in progress, and all materials, records, and notes procured or produced pursuant to this Agreement. The CONSULTANT may retain copies of such work products as a part of its record of professional activity. The CONSULTANT is cognizant of the fact that all information and material obtained by the CONSULTANT from the AGENCY during the performance of this Agreement shall be treated as strictly confidential, and shall not be used by the CONSULTANT for any purpose other than the performance of this Agreement. The CONSULTANT shall be reimbursed for all expenses incurred to the date of termination.

SECTION 9. REPORTS AND DOCUMENTS. All reports, agreements and other documents prepared by the CONSULTANT pursuant to this Agreement are the property of the AGENCY and shall be turned over to the AGENCY upon expiration or termination of this Agreement.

1The AGENCY may use, duplicate, disclose, and/or disseminate, in whole or in part, in any manner it deems appropriate, all papers, writings, documents, reports and other materials of whatever kind prepared, produced or procured in the performance of this Agreement, which are delivered to or acquired by AGENCY.

SECTION 10. INDEPENDENT CONTRACTOR. The parties hereby acknowledge that the CONSULTANT is an independent contractor and shall not be considered to be an employee of the AGENCY.

SECTION 11. INDEMNITY. CONSULTANT hereby agrees to and does indemnify, defend and hold harmless the AGENCY, and any and all of their respective officers, employees, and representatives from any and all claims, liabilities and expenses, including attorney fees and costs that arise out of CONSULTANT'S performance or non-performance of this Agreement.

SECTION 12. NOTICES. Notices pursuant to this Agreement shall be given by personal service or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO AGENCY:

Ms. Carolyn Galloway-Cooper
Executive Director
CITY OF GUADALUPE COMMUNITY
REDEVELOPMENT AGENCY
918 Obispo Street
Guadalupe, California 93434

TO CONSULTANT:

Tierra West Advisors, LLC
Mike Garcia, Principal
2616 E 3rd St
Los Angeles, CA 90033

Notices shall be deemed to be given as of the date of personal service, or two (2) days following the deposit of the same in the course of transmission of the United States Postal Service.

SECTION 13. BINDING EFFECT. This Agreement shall be binding upon the parties hereto and their successors in interest.

SECTION 14. ASSIGNMENT. CONSULTANT shall not be permitted to assign any of its rights or obligations hereunder, except to subconsultants as approved by the AGENCY and except for the payment of funds due from the AGENCY, without prior written consent of the AGENCY. The consent of the AGENCY to an assignment shall not be unreasonably withheld, but prior to approving any assignment involving the performance of any obligations pursuant to this Agreement, the AGENCY shall be satisfied by competent evidence that the assignee is financially able and technically qualified to perform those services proposed to be assigned. In the event of such assignment, the AGENCY may condition the same so as to ensure compliance with the provisions of this Agreement.

SECTION 15. COMPLIANCE WITH LAWS. CONSULTANT shall comply with all applicable laws in performing its obligations under this Agreement.

SECTION 16. CONFIDENTIALITY. Information and materials obtained by the CONSULTANT from the AGENCY during the performances of this Agreement shall be treated as strictly confidential, and shall not be used by the CONSULTANT for any purpose other than the performance of this Agreement.

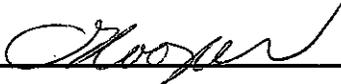
SECTION 17. CONSULTANT'S LIABILITY AND INSURANCE, PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. The CONSULTANT shall assume all responsibility for damages to property or injuries to persons, including accidental death, which may be caused by the CONSULTANT'S performance or non-performance of this Agreement, whether such performance or non-performance be by itself, its subcontractor, or anyone directly or indirectly employed by it and whether such damage shall accrue or be discovered before or after termination of contract. The AGENCY shall be provided a certificate of insurance verifying the CONSULTANT'S liability insurance coverage, with limits acceptable to Agency's general counsel, but in no case less than those set forth in the Proposal.

SECTION 18. WORKERS' COMPENSATION INSURANCE. The CONSULTANT agrees to maintain at its expense, during the term of this Agreement, all necessary insurance for its employees engaged in the performance of this Agreement, including, but not limited to, workers' compensation insurance, and to provide the AGENCY with satisfactory evidence of such insurance coverage upon the AGENCY'S request.

SECTION 19. DISCRIMINATION. The CONSULTANT agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, ancestry, sex, age, sexual orientation, disability, medical condition, marital status, or place of national origin. In this connection, the CONSULTANT agrees to comply with all Santa Barbara County, California and Federal laws relating to equal employment opportunity rights.

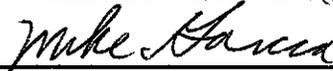
IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the parties hereto on the day and year first herein above written.

GUADALUPE COMMUNITY REDEVELOPMENT AGENCY

By: 

ATTEST:

TIERRA WEST ADVISORS, LLC.

By: 

Mike Garcia, Principal

**CONTRACT AMENDMENT #1
TIERRA WEST ADVISORS**

This contract amendment (The "Amendment") is entered into by and between the City of Guadalupe Community Redevelopment Agency, (The "Agency") and Tierra West Advisors, a California corporation ("Consultant") as of January 13, 2009.

WHEREAS, the parties hereto previously entered into that certain agreement known as Agreement for Consultant Services (the "Agreement") on January 22, 2008

WHEREAS, the parties wish to expand the scope of services provided by Consultant to Agency.

NOW THEREFORE THE PARTIES HERETO do agree as follows:

1. The scope of services to be provided by Consultant shall include those additional services set forth on Exhibit "A" to this Amendment. The compensation to be paid to Consultant for these additional services shall be as set forth in Exhibit "A" to this Amendment.
2. This Amendment shall take effect upon its execution by the parties.
3. All other provisions of the Agreement shall remain in full force and effect.

Agreed to by the undersigned parties as of the date first written above.

**CITY OF GUADALUPE COMMUNITY
REDEVELOPMENT AGENCY**

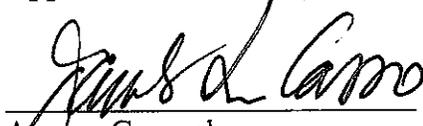
TIERRA WEST ADVISORS

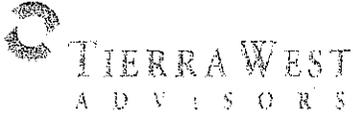
By: 
Executive Director

By: 


Clerk

Approved as form only


Agency Counsel



November 17, 2008

Carolyn Galloway-Cooper, City Administrator
REDEVELOPMENT AGENCY OF THE CITY OF GUADALUPE
918 Obispo Street
Guadalupe, CA 93434

Dear Ms. Galloway-Cooper:

Tierra West Advisors, LLC ("Tierra West") is pleased to submit the following scope of services to provide a Five Year Implementation Plan ("Implementation Plan" or "Plan") to the Redevelopment Agency of the City of Guadalupe ("Agency") for the Agency's redevelopment project area. Tierra West has extensive experience preparing 5 Year Implementation Plans, 10 Year Housing Compliance Plans, mid-Year reviews of 5 Year Implementation Plans and amendments to 5 Year Implementation Plans.

The partners of Tierra West have been providing redevelopment planning (plan adoptions/plan amendments) and redevelopment consulting services to Cities and Redevelopment Agencies throughout California for over 15 years. Our experience assisting agencies with identifying and implementing projects to eliminate blighting conditions in their redevelopment project areas has always been strengthened by our knowledge of real estate, which allows Tierra West to provide advice that is tempered with current market realities.

Pursuant to Section 33490 (a) (1) (A) of the Health and Safety Code Section, the Five Year Implementation Plan shall be adopted after a public hearing no later than December 31st in conjunction with either the housing element cycle or the implementation plan cycle. The Guadalupe Redevelopment Project Area was adopted in 1997 and subsequent implementation plans should have been prepared and adopted as if the first implementation plan had been adopted on or before December 31, 1994 and then every five years thereafter. The Tierra West team previously assisted with the preparation of the 2004-05 through 2008-09 Implementation Plan and is readily available to work with the Agency to provide the necessary services to complete the Plan for 2009-10 through 2013-2014.

Should you have any questions or alterations to the Scope of Services, please feel free to contact me at (714) 377-1555.

Sincerely,

Mike Garcia
TIERRA WEST ADVISORS, INC.

A 2616 East 3rd Street
Los Angeles, CA 90033
T 323/265 4400
F 323/261 8876
W tierrawestadvisors.com

REAL ESTATE & REDEVELOPMENT
CONSULTANTS

PROPOSAL FOR FIVE YEAR IMPLEMENTATION PLAN SERVICES
City of Guadalupe - Redevelopment Agency

FIRM INFORMATION

Since 1980 John Yonai has operated Tierra West Real Estate Consultants providing professional real estate consulting to corporations and private entities. Previous assignments included corporate real estate planning and long-range projections, asset management services for large commercial office projects, financial and property management oversight, coordination of negotiations to acquire property through purchase and by leasing.

John Yonai previously served as the Partner in charge of real estate at a Southern California redevelopment consulting firm for 16 years. In September 2006, after 16 years, John Yonai decided to leave and expand the services and scope of Tierra West Real Estate Consultants. At this point Tierra West Real Estate Consultants brought on partners and reorganized itself as Tierra West Advisors to include the following services:

- Redevelopment plan amendments and adoptions
- Real estate economic analysis / Economic Development Plans and Strategies
- Housing Program development and implementation
- Planning - current and advanced planning,, assisting private clients with entitlement
- Financial Consulting - bond issuance consultant reports
- Real estate acquisition
- Governmental Services - classification/compensation surveys and analysis, Parks Master Plan analysis
- Interim management and project management staffing
- Required reporting requirements - 5 Year Implementation Plans, 10 year Housing Compliance Plans, annual Statements of Indebtedness, State Controller's report, Monitoring Deed Restrictions and annual agency budgets

Tierra West is comprised of thirteen (13) experienced professionals:

John Yonai, Principal
Michael Garcia, Principal
Rose Acosta, Principal
Louis Morales, Senior Associate
Regan Candelario, Senior Associate
Silvestre Najera, Research Assistant
Alexandra Bassanetti, Real Estate Technician

Tim Mulrenan, Principal
Jose Ometeotl, Principal
Walt D. Lauderdale, Senior Associate
Zoe Urrutia, Senior Analyst
Liliana Monge, Analyst
Peter Moravetz, Analyst



PROPOSAL FOR FIVE YEAR IMPLEMENTATION PLAN SERVICES
City of Guadalupe - Redevelopment Agency

Tierra West's insurance coverage includes:

Commercial General Liability – Each Occurrence \$2,000,000, General Aggregate \$4,000,000
Automobile – Combined Single Limit - \$2,000,000
Workers Compensation and Employers Liability – Each Accident \$1,000,000
Commercial Errors & Omissions – per claim & Aggregate \$2,000,000

Tierra West's contact information is:

Tierra West Advisors, Inc.
2616 East 3rd Street
Los Angeles, CA 90033
Telephone: (323) 265-4400
Facsimile: (323) 261-8676
Electronic Mail: info@tierrawestadvisors.com

Tierra West is a minority owned business enterprise.

SCOPE OF SERVICES

Pursuant to Section 33490 of the Redevelopment Law the Agency must prepare an Implementation Plan every five years to outline the goals and objectives for eliminating blight in each project area. The Implementation Plan will guide future redevelopment activities and identify anticipated project expenditures. To accomplish the 5 Year Implementation Plan for the Agency's redevelopment project area, Tierra West proposes the following activities as a part of this engagement.

Data Collection

- Collect copies of the existing Implementation Plans and meet with Agency staff to discuss historical projects, current project and future projects in the Project Area.
- Collect copies of redevelopment plans, redevelopment budgets, financial audited statements, Statements of Indebtedness and any adoption binders available from previous plan amendments or adoptions of the Project Area.
- Collect copies of the City housing element of the general plan, any market studies, parking analyses, Capital Infrastructure Program documents, and information on deed restricted affordable housing units.

PROPOSAL FOR FIVE YEAR IMPLEMENTATION PLAN SERVICES
City of Guadalupe - Redevelopment Agency

- Conduct a field survey to identify blight and visit historical project sites, current project sites and future project sites.

Data Analysis

- Review building permit information to coincide with historical redevelopment project activity.
- Work with staff to determine future development priorities for commercial, residential and affordable housing in the Project Area.
- Review the Agency's financial information and documents to determine the Agency's ability to meet their affordable housing obligations.
- Work with Public Works staff to determine public infrastructure needs for future development projects.
- Prepare property tax increment revenue projections to support affordable housing and non-housing projects for the next five years.

Preparation of Plans

- Prepare the Plans pursuant to Sections 33334.2, 33334.4, 33413(a), and 33413(b) of the Redevelopment Law.
 - a. Section 33334.2 of the Redevelopment Law - The Agency's obligation to use twenty percent (20%) of its tax increment revenue to increase, improve, and preserve the community's supply of low and moderate-income housing.
 - b. Section 33334.4 of the Redevelopment Law - Low and moderate housing funds must be spent in the same proportion as the total number of housing units needed for moderate, low, and very low income households pursuant to the City's Housing Element. The Implementation Plan will also identify the percentage of residents within the City that are over 65 years of age.
 - c. Section 33413(a) of the Law - Replacement housing units that are anticipated and any outstanding replacement housing needs resulting from previous redevelopment projects will be identified.
 - d. Section 33413(b) of the Law - The "inclusionary" housing requirement will be quantified for the Project Area based on the number of residential units that have or will be created in the Project Area.
- The housing production requirements will be assessed based on the following:
 - a. Affordable housing units produced to date and that must be produced in the future for the Project Area.

PROPOSAL FOR FIVE YEAR IMPLEMENTATION PLAN SERVICES
City of Guadalupe - Redevelopment Agency

- i. Identify the number of dwelling units destroyed or removed by the Agency since adoption of the Project Area by affordable housing income categories.
 - ii. Identify the number of Agency developed and non-Agency developed dwelling units constructed in the Project Area since adoption by affordable housing income categories.
 - iii. Identify the number of dwelling units rehabilitated since the project area was adopted by affordable housing income categories.
- b. Work with staff to determine the number of dwelling units that might be privately developed and rehabilitated during the next five (5) years, ten (10) years, and over the life of the Project Area by affordable housing income categories.
 - c. Project the number of dwelling units to be developed and rehabilitated by the Agency during the next five (5) years, ten (10) years, and over the life of the Project Area by affordable housing income categories.

REFERENCES

The following is a list of current references of cities and redevelopment agencies that have commissioned the principals of Tierra West for assistance with 5 Year Implementation Plan, 5 Year Implementation Plan Reviews, 5 Year Implementation Plan Amendments and 10 Year Housing Compliance services.

City of Azusa

Project: 5 Year Implementation Plan & 5 Year Implementation Plan amendment
Assigned Staff: Jose Ometeotl and Liliana Monge
Contact Person: Kurt E. Christiansen, Director of Economic & Community Development
(626) 812-5299

PROPOSAL FOR FIVE YEAR IMPLEMENTATION PLAN SERVICES
City of Guadalupe - Redevelopment Agency

City of Bell Gardens/Community Development Commission

Project: 5 Year Implementation Plan review
Assigned Staff: Michael Garcia, Zoe Urrutia and Liliana Monge
Contact Person: Carmen Morales, Acting Community Development Director
(562) 806-7723

City of Commerce/Community Development Commission

Project: 5 Year Implementation Plan and 10 Year Housing Compliance Plan
Assigned Staff: Michael Garcia and Jose Ometeotl
Contact Person: Heriberto Valdez, Redevelopment Project Manager
(323) 722-4805

PROJECT TEAM

Michael Garcia has assisted redevelopment agencies identify goals and projects to eliminate blighting conditions in their redevelopment project areas. Mr. Garcia has prepared Five-Year Implementation Plans, Mid-term Reviews, Five-Year Implementation Plan amendments and 10 Year Housing Compliance Plans for the Cities of Azusa, Bell Gardens, Commerce, Covina, Desert Hot Springs, Firebaugh, Hemet, Lawndale, Los Angeles, Palm Desert, San Bernardino San Marcos and Seal Beach. Specifically, Mr. Garcia is currently assisting with the preparation of the Redevelopment Plan amendment to the Guadalupe Project Area.

Michael Garcia will serve as Principal-in-charge and coordinate and manage all the efforts of the consultant team as well as serve as the liaisons between the Agency and Tierra West. Mr. Garcia will oversee all activities, including document preparation, fieldwork, and presentations before the Agency/City Council. Regan Candelario, Senior Associate and Zoe Urrutia, Senior Analyst, will support Mr. Garcia during this engagement. Mr. Candelario lives in San Luis Obispo and his participation in this assignment will achieve budget efficiencies for the data collection and field survey portions of this assignment.

Tierra West will also commit others from our team to assist with this assignment to create efficiencies in the proposed budget and schedule.

PROPOSAL FOR FIVE YEAR IMPLEMENTATION PLAN SERVICES
City of Guadalupe - Redevelopment Agency

SCHEDULE

Tierra West anticipates completion of this project within three (3) months depending upon the availability of historical housing records and project information from Agency staff.

ESTIMATED FEES

Tierra West proposes to provide the Scope of Services for a lump sum fee of \$12,500. This cost estimate is based upon Tierra West employees other than Regan Candelario not being required to attend meetings or make presentations in Guadalupe. This proposed budget and scope of services can be modified if needed pursuant to City staff direction (specifically if City Council or Agency Board meetings are anticipated or required for this assignment). Any meetings (other than those attended by Regan Candelario) or other services required beyond the scope of services will be billed as additions to the \$12,500 cost on a time and materials basis in accordance with the hourly rates outlined herein.

Presented below are Tierra West's hourly rates, as they would pertain to this engagement for those services required beyond the scope of services:

<u>Classification</u>	<u>Rate</u>
Principal/Director	\$195
Senior Associate	\$160
Associate/Acquisition Agent	\$140
Senior Analyst	\$115
Analyst	\$105
Research Assistant/Real Estate Technician	\$ 85
Word Processor	\$ 65
Clerical	\$ 50
Reimbursables	Cost plus 10%

In keeping with Tierra West's policy regarding certain associated engagement expenses, there will be no charge or reimbursement claim for telephone/fax calls, postage, mileage, parking, and incidental photocopies. We do, however, charge for additional insured certificates, messenger services, overnight mail costs, and copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged at actual expense plus a 10% surcharge.

PROPOSAL FOR FIVE YEAR IMPLEMENTATION PLAN SERVICES
City of Guadalupe - Redevelopment Agency

MICHAEL GARCIA / Principal

Michael Garcia has provided coordination of real estate and redevelopment consulting projects ranging from redevelopment plan adoptions and amendments, bond financing consultant reports, multiple property acquisitions, analysis of large commercial and mixed use residential projects, providing housing rehabilitation coordination, and the drafting of DDAs and OPAs. Mr. Garcia's recent program experience includes the Cities of Bell Gardens, Burbank, Commerce, El Cajon, Huntington Beach, La Quinta, Los Angeles, Monterey Park, Pinole, Pittsburg, Rohnert Park, San Jacinto, San Pablo, Stockton, and Upland. Mr. Garcia is bilingual.

Education

Master of Public Administration - Urban Planning and Management
California State University, Fullerton

Bachelor of Arts - Political Science
University of California, Irvine

Professional Affiliations

City Councilman City of Santa Ana (2002-2006)
City Human Relations Commission City of Santa Ana (2002)
Board of Youth Council - Santa Ana Workforce Investment Board (2000-2002)
Executive Advisory Board - Santa Ana Unified School District Regional
Occupation Program (2001-Present)

California Redevelopment Association
Urban Land Institute
Licensed Real Estate Salesperson - State of California (former)
University of California Irvine School of Social Ecology - Guest Lecturer
California State University Fullerton School of Social Sciences - Guest Lecturer

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City of Guadalupe - Redevelopment Agency

REGAN CANDELARIO / Senior Associate

Regan Candelario has specific experience in redevelopment, economic development, downtown development, community outreach and housing. The community outreach and stakeholder identification for both residential and business leaders is a highlight of Mr. Candelario's experience. Additionally, Mr. Candelario provides redevelopment reporting assistance, housing policy and program development services, and real estate analysis for clients on the Central Coast as well as interim services for clients throughout Southern California.

Education

Master of Public Administration with a concentration in Urban Affairs
Graduate Center for Public Policy and Administration
California State University, Long Beach

Bachelor of Arts in Liberal Studies/ Geography
California State University, Long Beach

Professional Affiliations

City County Communication & Marketing Association (3cma)
Community Development Resource Network
NAHRO / CRA / DASH

PROPOSAL FOR FIVE YEAR IMPLEMENTATION PLAN SERVICES
City of Guadalupe - Redevelopment Agency

ZOE URRUTIA / Senior Analyst

Zoe Urrutia has participated in many aspects of real estate and redevelopment consulting projects, in particular in affordable housing projects, providing analysis for home ownership projects, housing authority studies, inclusionary housing nexus studies, and designing down payment assistance programs. In addition, Ms. Urrutia has provided assistance in coordinating redevelopment projects including, plan amendments, implementation plans, and has prepared Housing and Community Development Department annual reports. Ms. Urrutia's most recent project experience includes the cities of Arroyo Grande, Azusa, Bell Gardens, Commerce, Hesperia, Glendale, Rancho Palos Verdes, and Upland.

Education

Master of Arts, Public Policy
Claremont Graduate University

Bachelor of Arts
Political Science and International Development Studies
University of California, Los Angeles

PROPOSAL FOR FIVE YEAR IMPLEMENTATION PLAN SERVICES
City of Guadalupe - Redevelopment Agency

CLIENT REFERENCES

The following is a list of previous clients from cities and redevelopment agencies that have commissioned the principals of Tierra West for assistance with redevelopment consulting services, fiscal consulting for bond issue, acquisition services, project economics, DDA drafting/negotiations, Reuse Analyses and Summary Reports, loan agreements, planning, housing developments, or other redevelopment services.

Other current include the Cities of Artesia, Big Bear Lake, Desert Hot Springs, Huntington Beach, Riverside, Pasadena, Pomona, Rancho Cordova, Rancho Palos Verdes, Redlands and Upland.

The partners of Tierra West Advisors have provided consultant services to a variety of Clients including, but not limited to:

CITIES

Baldwin Park, Bell, Bell Gardens, Brea, Burbank, California City, Carson, Covina, Culver City, Diamond Bar, El Cajon, El Monte, El Segundo, Fontana, Fresno, Huntington Park, Inglewood, Irwindale, La Puente, La Quinta, La Verne, La Puente, Long Beach, Lawndale, Lake Forest, Los Angeles, Lynwood, Maywood, Montclair, Monterey Park, Palm Desert, Palm Springs, Pasadena, Perris, Pittsburg, Sacramento, San Diego, San Gabriel, San Jacinto, San Marcos, San Pablo, Santa Monica, Simi Valley, Sonoma, Sparks - Nevada, Stockton, Upland, Westminster, West Covina, West Hollywood, and Yorba Linda.

COUNTY/REGIONAL AGENCIES

County of Los Angeles, Orange County Development Agency, and Orange County Fire Authority, Inland Valley Development Agency, and the Pasadena Blue Line Construction Authority

PRIVATE ENTITIES

Bahan, LLC, Del Rey Properties, The Hennessey Group, Limoneira Company, Mar Ventures, Picerne Properties, Signature Properties, Churchill Pacific and BF Roddco.

PROPOSAL FOR FIVE YEAR IMPLEMENTATION PLAN SERVICES
City of Guadalupe - Redevelopment Agency

SERVICES OFFERED BY TIERRA WEST

Tierra West provides variety of real estate and financial related activities including, real estate economic analyses, acquisition, developer negotiations, economic development strategies, redevelopment plan amendments and adoptions, 5 year implementation plans and 10 year housing compliance plans, Statement of Indebtedness and other reporting requirements, fiscal consulting analysis for bond issues and budgets, and related planning services to our clients. Many of our clients are established public or quasi public agencies that are attempting to be more effective in asset utilization to assist in revitalizing specific areas to provide employment opportunities, affordable housing opportunities, create aesthetically pleasing and community sensitive developments, that assist in generating additional revenues to the agency.

Tierra West's differentiates itself from other consulting firms by focusing on implementation skills that extend through the complete project cycle: acquiring property, issuing Request for Proposals (RFP's), selecting developers, negotiating development agreements, reviewing developer financial projections and preparing proformas for project economics. The following are the services offered by Tierra West.

IMPLEMENTATION AGREEMENTS

Development Planning and Analysis

Tierra West is available to provide development planning and analysis for specific project undertakings. Typically, this would involve preparation of a Design for Development for adoption by the City that sets the basic parameters for proposed development. The options available to the City for development of a specific site can be analyzed to determine the optimal outcome and a recommended project.

Development Pro Forma Analysis/Negotiation

Tierra West is available to provide project financial proformas for potential redevelopment projects to assist the City in determining the financial viability of a project and determine the degree of participation which may be required by the City. Tierra West is also available to assist with developer negotiations as needed.

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Agreement Preparation

Tierra West is available to assist City staff and legal counsel in the drafting of agreements (typically, Disposition and Development Agreements or Owner Participation Agreements). These agreements outline the responsibilities of both the proposed owner/developer and the City.

Agreement Processing

Tierra West is available to prepare the back-up materials, agenda staff report, and summary report (required by redevelopment law) and assure that proper noticing and hearings are held in conformance with law.

AFFORDABLE HOUSING PROJECTS

Comprehensive Strategy

Tierra West is available to assist with the preparation of a comprehensive affordable housing strategy. This could be done in coordination with the updating of the Five-Year Implementation Plan.

Specific Project/Site Identification

The City has specific requirements to rehabilitate and develop new affordable housing. It may behoove the City to identify specific projects and sites that could be utilized for this purpose.

Developer Selection/Negotiation

Tierra West is available to assist in the developer selection process, as well as in negotiating terms and agreements for future housing development.

Financing

Tierra West has a background in developing various financing alternatives, making use of low to moderate housing set-aside funds, tax allocation bonds, tax credit opportunities, and other revenue bond formats to assure the most efficient and effective way of leveraging City funds for the development of housing.

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REAL ESTATE SERVICES

Property Management

If needed, Tierra West is available to provide property management services for City-owned properties. Typically, Tierra West has provided interim management services when either the property will be held for only a short time, or when time is needed to select a long-term, permanent management company.

Property Acquisition/Negotiation

Implementation programs frequently require property acquisition and negotiation services. Tierra West is available as needed to provide such services. All services will be provided in conformance with State guidelines regulating the acquisition of properties by public entities.

Relocation

From time to time, relocation services have been required, and although Tierra West does not directly provide these services, Tierra West has contracted with, and overseen the work of other specialty relocation consultants and can continue to provide this service.

PUBLIC AGENCY ADMINISTRATION

Agenda Materials

Tierra West will draft resolutions, reports, notices, plans, agenda staff reports, and back-up materials as requested by City staff.

Meetings

Tierra West staff is available to attend meetings of the City Council or Board of Directors of the Redevelopment Agency, Housing Authority, Planning Commission, project advisory committees, and meetings with property owners and residents, when necessary. Tierra West has a track record of developing good working relationships with both affected citizens and with staff members.

PROPOSAL FOR FIVE YEAR IMPLEMENTATION PLAN SERVICES
City of Guadalupe - Redevelopment Agency

General Administrative Services

Tierra West is available to assist the City with all other administrative matters on an as-needed basis. These services could include assisting with City filing document control systems, providing specialized services related to real estate appraisals, acquisition negotiations, relocation, market analysis, detailed development analysis or goodwill appraisals. Tierra West may not directly provide all of these services but could assist by identifying those consultants who have experience in the necessary areas of expertise and coordinating the provision of their services.

REPORTING REQUIREMENTS

Annual Budget and Work Program

Redevelopment Law (HSC Section 33606) requires all Redevelopment Agencies to prepare an annual budget that includes the proposed expenditures, proposed indebtedness, anticipated revenues, and a work program for the coming year, and an analysis of prior year accomplishments. Tierra West will utilize information from the City budget to prepare the annual budget to comply with Redevelopment Law.

State Controller's Report

If needed, Tierra West will assist staff in preparing this required report, particularly the Housing and Community Development portion of the report.

Statement of Indebtedness

Tierra West is available, if needed, to assist with the preparation of this document, although likely this has been, and will continue to be done by the City finance department.

Monitoring Deed Restrictions

Redevelopment Law requires the Agency to expand and improve the supply of affordable housing and to record deed restrictions to assure continued income level compliance. Tierra West is available to monitor these deed restrictions on an ongoing basis.

PROPOSAL FOR FIVE YEAR IMPLEMENTATION PLAN SERVICES
City of Guadalupe - Redevelopment Agency

SPECIAL PROJECT ACTIVITIES

Economic Development Strategies

Economic Development Strategic Plans are important for addressing public infrastructure deficiencies, land use issues, business retention/attractions programs, streetscape programs and other projects that could be impacting business growth within the city.

Cost Benefit Analysis/Economic Impact Analyses

Tierra West is available to aid the City in analyzing the costs and benefits of specific development proposals targeting specific users, and to help create an economic development program which is beneficial to the local tax base. Implementation of redevelopment plans should be accomplished in such a way as to promote economic stability and future revenue flow to the City and other taxing entities. With periodic slowdowns in real estate market activities, it is necessary for redevelopment agencies to take a lead role in promoting local economic development.

Specific Project Activities

As necessary, Tierra West is available to analyze specific projects, develop schedules and budgets, and prepare necessary documentation.

REDEVELOPMENT PLANNING

Feasibility Studies

Redevelopment project area formation is an expensive and time consuming process. Before initiating a plan adoption, amendment or merger, we work with our clients to conduct a preliminary analysis of the financial, legal and political implications.

Property Tax Increment Revenue Projections

Tierra West Advisors prepares tax increment revenue projections that outline anticipated housing set aside deposits, taxing agency payments, administrative costs, non-housing project funds and bonding capacity.

PROPOSAL FOR FIVE YEAR IMPLEMENTATION PLAN SERVICES
City of Guadalupe - Redevelopment Agency

Redevelopment Plan Adoptions, Amendments and Mergers

Tierra West Advisors brings several years of experience adopting, amending & merging redevelopment plans to implement community development, housing rehabilitation, commercial revitalization, hazardous material remediation and other programmatic goals.

Project Area Committee and Community Outreach

Stakeholder support for redevelopment is more essential today than ever before. Tierra West Advisors can coordinate, participate or lead community workshops with residents, property owners and businesses.

Implementation and Housing Plans

Tierra West Advisors prepares a wide variety of planning documents required by Redevelopment Law including five year implementation plans, replacement housing plans, housing compliance plans, annual reports and relocation plans.

