

EL SEGUNDO REQUEST FOR PROPOSALS



HOUSING-RELATED ORDINANCES PACKAGE, ZONING REGULATIONS DIAGNOSIS, & RHNA ACTION STRATEGY

September 3, 2020

Inquiries regarding these projects should be directed to:
Gregg McClain, Planning Manager
gmcclain@elsegundo.org

Deadline: Thursday, September 24, 2020 at 4:00 pm

This is a Request for Proposals to assist the City of El Segundo fulfill its obligations under the terms of its SB2 Grant. There are two related parts to the grant, the first part has three sub-parts, and the second has two sub-parts. Together, they are the Project. Part one is to complete the final commitments to the Fifth Cycle Housing Element by adopting three ordinances: SROs; Density Bonus; and Transitional and Supportive Housing. The second part involves, first, reviewing the zoning regulations of the City to identify constraints to housing development and to develop an implementation plan to increase density through develop standards reform. The second part is to analyze the built environment of the City to identify opportunities to make additional sites available for the Housing Element Sixth Cycle. Details of the funded activities are described in the attached grant application.

This project will be conducted in coordination with other projects occurring simultaneously or near contemporaneously. These include, the Housing Element update, Downtown Specific Plan update or replacement, and use of LEAP Grant funds to introduce inclusionary housing ordinance and update Smoky Hollow Specific Plan to add limited residential uses. To that end, the analysis of the built environment will focus initially on the R-2 and R-3 neighborhoods surrounding the downtown area. One possible outcome the City might consider is an R-4 zone developed from certain existing R-3 neighborhoods.

This RFP is seeking proposals from experienced consultants with strengths in community engagement and technical understanding of housing density as it relates to development standards and geography. The City was awarded \$160,000 for this project and is devoting 100% to fund the selected consultant's work. No proposals over \$160,000 will be considered, and proposals significantly below that amount will not be given more favorable consideration.

Background of El Segundo

The City of El Segundo was incorporated in 1917. El Segundo is considered part of the South Bay sub-region in the southwestern edge of the Los Angeles Coastal Basin. Downtown Los Angeles is about 20 freeway miles from El Segundo. The City has 5.46 square miles with a resident population of about 17,000. The daytime population is over 75,000. All of the residential population is located west of Pacific Coast Highway on approximately 533 acres of land. The industrial and commercial area east of Pacific Coast Highway represents Fortune 500 companies and a range of businesses including aerospace, biotech, and travel related companies. Commercial development in the City continues to far outstrip the region's ability to provide affordable housing for those employed in El Segundo. Affordable housing in El Segundo would be largely workforce housing and senior housing.

Project Part 1a-c: Density Bonus, SRO, and Transitional and Supportive Housing Ordinances

The City proposes to adopt a density bonus ordinance to accurately reflect and conform to State law and to fulfill its obligation pursuant to certification of the current Housing Element. The City also proposes to adopt an SRO ordinance and a transitional and supportive housing ordinance for the same reason. The three ordinances represent Project 1, Parts a, b, and c. (Proposed budget for Part 1 is \$51,000.)

Deliverables for Part 1 will include the following, at a minimum:

- Drafting three ordinances in a format acceptable to the City
- Analysis and identification of appropriate locations, development standards, and best practices for SROs.
- Documentation of public outreach to stakeholders
- List of talking points related to benefits of each ordinance to community, local businesses (large and small), and environment.
- Notice of Exemption for each ordinance.

Project 2a: Zoning Regulations Analysis

This analysis will take a thorough look at all zoning districts that permit residential uses and analyze if and how development standards present impediments to these zones realizing their maximum development potential. The analysis will examine height, setbacks, lot coverage/FAR, parking, and any other possible impediments, and should consider not only physical constraints but economic impracticalities as well. (Proposed budget for Part 2a is \$58,000.)

The deliverables for this part will include the following, at a minimum:

- Report to staff on initial impediments identified
- Implementation Plan that does following:
 - Identifies and describes impediments and why or how they impede maximum housing density
 - Proposes change or options to address each impediment to achieve maximum density potential
 - Recommends best option if more than one is available
 - Estimates impact each change in standard will have at various time intervals

Project 2b: RHNA Analysis and Action Strategy

With an unprecedented RHNA allocation expected, and a historic inability to make progress toward achieving progress in lower income categories, and a growing realization of the harm not providing for affordable housing inflicts on the business community as well as to residents transitioning through life stages, the City is committing to multiple simultaneous strategies to facilitate the production of affordable housing in El Segundo. This analysis will examine all three residential zoning districts and analyze if there are areas (neighborhoods, blocks, etc.) within these zones that are suitable for reclassification to a higher-density zone, including a possible new R-4 zone.

The initial focus will be on multi-family neighborhoods near downtown, but the analysis will consider all residential neighborhoods, except that R-1 areas will only be considered for intensification in very rare circumstances. The goal of this analysis is two-fold: first is to provide useful input to the Housing Element update process as to the realistic potential of housing density increases that can result from up-zoning certain districts with the goal of making a meaningful contribution toward RHNA's targets, and; the second is to provide to the City an Action Strategy that includes the analysis of sites, an inventory table of sites, and maps that will provide the

necessary background needed to prepare a Land Use Element amendment, initiate the change of zoning, and zone text amendments to implement the Action Strategy. These tasks will be the responsibility of City staff or other consultants, however, community engagement and outreach are a significant part of this project that will continue throughout the development of the implementation documents. (Proposed budget for Part 2b is \$51,000.)

Deliverables for this part include the following:

- Residential sites analysis memo describing:
 - Analysis of General Plan and Strategic Plan to establish expectations and limitations applicable to the task
 - Methods proposed to identify and then evaluate or score areas for possible intensification
 - Criteria for prioritizing areas for intensification
- Table of residential inventory studied
- Maps of areas recommended for intensification
- Documentation of public outreach to stakeholders
- If determined by City to be included as part of density intensification, an outline of development standards for a new R-4 zone.

General Deliverables

Under the overall project management of the City's Planning Manager the selected consultant will provide the following additional deliverables:

- A schedule, updated periodically, of all tasks described in the scope of work.
- Monthly invoicing for expenses incurred that are chargeable to the grant. All invoices must be only for eligible expenses consistent with Exhibit B of Contract 19-PGP-13986, which is attached. All expenses must be supported by appropriate documentation.
- Attendance and participation at Planning Commission and City Council public hearings and workshops.
- Participate in regular teleconferences with City staff to review progress, resolve policy questions, and discuss other related matters.

Budget

- All work is to be completed under a "Not to exceed \$160,000" contract for the services described in your scope of work. The tasks described above are the minimum required. There can be no additional costs for extra services. The budget is \$160,000.

Questions

All questions about this RFP should be directed to Gregg McClain, Planning Manager, via email to gmcclain@elsegundo.org.

Contract

A copy of the City's standard professional services agreement is provided as an attachment. The consultant should describe any exceptions being requested to the agreement in their proposal.

Proposal and Statement of Qualifications Requirements

Proposals should include at a minimum, the following information:

- Name, address, telephone number, and e-mail address of the primary contact.
- Consultant's qualifications and prior relevant experience.
- Resumes of consultant project team, including sub-consultants, if any.
- Scope of work: Narrative scope of services with a breakdown by tasks, including a description of the methods of information gathering and analysis to be used in preparing the deliverables for the project. This, will be the most important part of your response and best way to distinguish your firm from others.
- Timeline: Proposed time frame to provide the services starting from the date of receipt of a Notice to Proceed from the City. A timeline is included as an attachment. Please consider these as not to exceed dates.
- Budget: This is to be a fixed price contract.

Consultant is permitted to suggest reallocation of the funds within the categories, provided the total does not change, and subject to City and HCD approval. Consultant's budget shall also include estimated projected hours per the scope of services to be provided. This should be accompanied by a list of the hourly rates for each member of the project team, and expected subcontractor rates, if any.

- A statement that consultant is agreeable to execute the enclosed City Professional Services Agreement and to provide proof of insurance as noted in the agreement.
- List of References where the consultant prepared (or is in the process of preparing) similar documents. A minimum of 3 references are required.

Selection Process and Criteria

The following factors (not necessarily listed in order of priority) will be among those evaluated by the City during the selection process:

1. Qualifications
2. Understanding of El Segundo
3. Costs
4. References

After evaluation of proposals, the top consultants may be invited to an interview with City staff. Proposals and interviews will be the basis for Staff's recommendation to the City Manager.

Submittal Deadline

Electronic submittal in PDF format only. Submit documents by email to gmcclain@elsegundo.org or on a USB thumb drive to the Department of Planning and Building Safety by 4:00 pm, September 24, 2020. The proposal should be addressed to:

Gregg McClain, Planning Manager
City of El Segundo

By submitting a response to this RFP, prospective consultant waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City reserves the right to issue written notice to all participating firms of any changes in the proposal submission schedule, should the City determine in its sole and absolute direction that such changes are necessary. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for consulting services. The City reserves the right to reject any and all proposals.

SB2 Grant Application

SB 2 Planning Grants Program Application



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Ben Metcalf, Director
Department of Housing and Community Development**

2020 West El Camino, Suite 500
Sacramento, CA 95833

Website: <http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml>

Email: sb2planninggrant@hcd.ca.gov

March 28, 2019

Revised July 10, 2019

SB 2 Planning Grants Application

Planning Grants Program Application Packaging Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized underneath the Planning Grants Program (PGP) provisions of SB 2 (Chapter 364, Statutes of 2017). The PGP program is intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production. Please refer to the SB 2 Planning Grants Program Guidelines and Notice of Funding Availability (NOFA) for detailed information on eligible activities, applicants, and awards. If you have questions regarding this application or the PGP, email sb2planninggrant@hcd.ca.gov.

If approved for funding, this grant application will be a part of your Standard Agreement with the Department. In order to be considered for funding, all sections of this application, including attachments and exhibits if required, must be complete and accurate.

Pursuant to Section X of the NOFA, all applicants must submit a complete, signed, original application package and an electronic copy on CD or USB flash drive containing the following documentation, in the order listed below, to the Department by the specified due date in the Notice of Funding Availability (NOFA) in order to be considered for award:

- 1) A complete, signed, original application (the Department will only accept this **fillable pdf** as the application) with the following attachments:
 - a. **Attachment 1: State and Other Planning Priorities** (All applicants must submit this form to self-certify compliance)
 - b. **Attachment 2: Nexus to Accelerating Housing Production - NOTE:** if the applicant is proposing only Priority Policy Areas (PPA), as defined in section VIII, subsection (3) of the NOFA, do not fill out Attachment 2. However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of this application.
- 2) A fully executed resolution authorizing application for, and receipt of, PGP funds (see Attachment 3: Sample Resolution).
- 3) A fully executed Government Agency Taxpayer ID Form (available as a download from the SB 2 Planning Grants webpage at <http://www.hcd.ca.gov/grants-funding/active-funding/planning-grants.shtml>).
- 4) If the applicant is partnering with another local government or other entity pursuant to Article II, Section 200 of the SB 2 Planning Grant Program Guidelines (the "Guidelines"), include a copy of the legally binding agreement.
- 5) Other documentation (e.g., letters of support, scope of work, etc.) if needed.

NOTE: All local governments must submit a separate, signed application package, notwithstanding whether it will partner with another form of government or entity. Only one application per locality will be accepted by the Department. Joint applications are not allowed.

SB 2 Planning Grants Application

A. Applicant Information

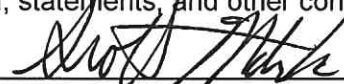
Pursuant to Article II, Section 200 of the Guidelines, local governments may partner through legally binding agreements with other forms of governments or entities. However, all local governments must submit separate, signed application packages that identify their respective responsibilities and deliverables, even if partnering with other entities.

Is the applicant partnering with another eligible local government entity?		
<input type="checkbox"/>	*Yes	*If Yes, the application package must include a fully executed copy of the legally binding agreement. Provide the partners' name(s) and type(s) below for reference only.
<input checked="" type="checkbox"/>	No	

Complete the following Applicant information			
Applicant's Name		City of El Segundo	
Applicant's Agency Type		Incorporated City	
Applicant's Mailing Address		350 Main Street	
City		El Segundo	
State	California	Zip Code	90245
County		Los Angeles	
Website		www.elsegundo.org	
Authorized Representative Name		Scott Mitnick	
Authorized Representative Title		City Manager	
Phone	310-524-2301	Fax	
Email	smitnick@elsegundo.org		
Contact Person Name		Gregg McClain	
Contact Person Title		Planning Manager	
Phone	310-524-2393	Fax	
Email	gmclain@elsegundo.org		
Partner(s) Name (if applicable)			
Partner Agency Type			
Partner(s) Name (if applicable)			
Partner Agency Type			
Proposed Grant Amount	\$	160,000	

B. Applicant Certification

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the Planning Grants Program (PGP), the City of El Segundo assumes the responsibilities specified in the 2019 Notice of Funding Availability and PGP guidelines, and certifies that the information, statements, and other contents contained in this application are true and correct.

Signature:  Name: Scott Mitnick

Date: 12/18/19 Title: City Manager

SB 2 Planning Grants Application

C. Threshold Requirements

Pursuant to Section 201(a) through (d) of the Guidelines, all applicants must meet the following threshold criteria in items 1-4 below to be eligible for an award.

1. Does the applicant have an adopted housing element found to be in substantial compliance by the Department on or before the date of the applicant's submission of their SB 2 Planning Grant application?		
<input checked="" type="checkbox"/>	Yes	Date of HCD Review Letter: <u>2/24/14</u>
<input type="checkbox"/>	No	
<input type="checkbox"/>	The Applicant requests HCD to consider housing element compliance threshold as met due to significant progress achieved in meeting housing element requirements.	

2. Has the applicant submitted to the Department the Annual Progress Report (APR) for the current or prior year on or before the date of submission of their SB 2 Planning Grant application?			
<input checked="" type="checkbox"/>	Yes	APR	Date Submitted
<input checked="" type="checkbox"/>		2017 CY Report	6/1/18
<input checked="" type="checkbox"/>		2018 CY Report	4/1/19
<input type="checkbox"/>	No		

3. Is the applicant utilizing one of the Priority Policy Areas listed below (as defined in section VIII, subsection (3) of the NOFA)?						
<input checked="" type="checkbox"/>	*Yes	<i>*If the applicant is proposing only Priority Policy Areas, do not fill out Attachment 2. However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of this application.</i>				
	Rezone to permit by-right	Objective design and development standards	Specific Plans or form based codes coupled with CEQA streamlining	Accessory Dwelling Units or other low-cost building strategies	Expedited processing	Housing related infrastructure financing and fee reduction strategies
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	No	<i>If an applicant is not proposing Priority Policy Areas, the application must include an explanation and document the plans or processes' nexus and impact on accelerating housing production based on a reasonable and verifiable methodology and must submit Attachment 2 in the Application pursuant to section VIII, subsection (3) of the NOFA.</i>				
<input checked="" type="checkbox"/>	The applicant is proposing PPAs and other activities not considered PPAs and is demonstrating how these activities have a nexus to accelerating housing production by submitting Attachment 2.					

4. Does the applicant demonstrate that the locality is consistent with State Planning or Other Priorities, as certified in Attachment 1?	Yes	<input checked="" type="checkbox"/>	*No	<input type="checkbox"/>
<i>*If No, consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years, as certified in Attachment 1.</i>				

5. Is a completed and signed resolution included with the application package? See Attachment 3, "Sample Resolution"	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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SB 2 Planning Grants Application

D. Proposed Activities Checklist (Section VI, items (1) through (17) of the NOFA)

Check all activities the locality is undertaking for their PGP efforts below. Activities must match **Section E. Project Description**, and **Section F. Timeline and Budget**.

1	<input type="checkbox"/>	updates to general plans, community plans, specific plans, local planning related to implementation of sustainable communities strategies, or local coastal plans
2	<input checked="" type="checkbox"/>	updates to zoning ordinances
3	<input type="checkbox"/>	environmental analyses that eliminate the need for project-specific review
4	<input checked="" type="checkbox"/>	local process improvements that improve and expedite local planning
5	<input type="checkbox"/>	a smaller geography with a significant impact on housing production including an overlay district, project level specific plan or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas
6	<input type="checkbox"/>	the creation or enhancement of a housing sustainability district pursuant to AB 73 (Chapter 371, Statutes of 2017)
7	<input type="checkbox"/>	workforce housing opportunity zone pursuant to SB 540 (Chapter 369, Statutes of 2017)
8	<input checked="" type="checkbox"/>	zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)
9	<input type="checkbox"/>	zoning incentives for housing for persons with special needs, including persons with developmental disabilities
10	<input checked="" type="checkbox"/>	rezoning to meet requirements pursuant to Government Code Section 65583.2(c) and other rezoning efforts to facilitate supply and affordability
11	<input type="checkbox"/>	rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps)
12	<input type="checkbox"/>	pre-approved architectural and site plans
13	<input type="checkbox"/>	regional housing trust fund plans
14	<input type="checkbox"/>	funding plans for SB 2 Year 2 going forward
15	<input type="checkbox"/>	infrastructure financing plans
16	<input type="checkbox"/>	environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary and part of a proposed activity with a nexus to accelerating housing production
17	<input checked="" type="checkbox"/>	Other activities demonstrating a nexus to accelerating housing production

SB 2 Planning Grants Application

E. Project Description

*Provide a description of the project and the scope of work to be performed below. Use Appendix A for additional information if necessary. **Note:** If partnering with another local government or entity, be sure to clarify the responsibilities and deliverables of your locality pursuant to such partnership.*

Project #1: Housing Ordinance Package (PPA: YES)

Background: To facilitate innovative building types, the City requests SB2 grant funds to adopt a package of housing-related ordinances: Density Bonus Ordinance, Single Room Occupancy (SRO) Ordinance, and Transitional and Supportive Housing Ordinance. The project includes a public meeting associated with adoption of the 3 ordinances and public adoption hearings. The ordinances will reduce time and effort associated with determining density bonus, SRO, and transitional/supportive housing compliance for owners and developers. The City will facilitate these housing types/new affordable housing by reaching out to interested property owners/developers and posting materials on the City's website that clearly state the locational/technical requirements for resid. development, thus expediting the permitting process, increasing awareness of new and affordable housing type potential in the City, and accelerating housing production.

- The City proposes to adopt a new density bonus ordinance to accurately reflect and comply with State law. This project would bring the Zoning Ord. into compliance with State Density Bonus law and facilitate affordable housing production by clearly stating standards/providing incentives for larger development projects.
- The proposed SRO ordinance will address State law regarding SRO siting/development and facilitate development of this lower-cost housing type through expanded opportunities for small hotel conversions. The SRO Ordinance, in addition to providing a State-complaint ordinance, will include an analysis of appropriate locations for SRO development and identify best practices for facilitating development of this housing type.
- The transitional/supportive housing ordinance, consistent with State law, will establish transitional/supportive housing as a resid.use subject only to those restrictions that apply to other residential uses of the same type in same zone. Establishing regulations for these housing types will facilitate resid. developments that meet the housing needs of all economic segments of the community and provide for increased permitting certainty for these housing types.

Scope: The scope of work includes drafting the 3 ordinances. The scope also includes an analysis of appropriate locations for SRO development and development standards best practices. A strong public outreach effort will be included to solicit input from development community/City residents, and provide info. about opportunities for use of the ordinances to develop these housing types. Est. budget including public outreach: \$45,000 - \$60,000

Plans for Adoption/Implementation: Adoption of 3 ordinances by the end of 2020.

Anticipated Outcomes: Adoption of the housing ordinances will achieve SB2 program objectives of accelerating housing production, streamlining approval of housing development, improving approval certainty and facilitating housing affordability at all income levels/for all income groups. The ordinances will implement State law, tailored for market conditions and the development community unique to El Segundo. The City anticipates the ordinances will result in up to 5 applications annually for these affordable housing types, potentially resulting in 35 new units. Currently the baseline for development of these housing types is 0. The proposed ordinances are intended to remove uncertainty and facilitate these housing types. (CONT'D in Appendix A)

SB 2 Planning Grants Application

F. Project Timeline and Budget

Project Name							
Objective	Responsible Party	Est. Cost	Begin	End	Deliverable	*PPA	Notes
#1 Initiation/Research/Consultant/Grant Admin	Applicant	\$ 5,000	4/1/20	6/30/22	Consultant,meetings,refined scope, grant admin	Yes	Proj#1:Housing Ordinance Package
Density Bonus Ordinance	Applicant	\$ 9,000	5/1/20	12/31/20	Draft Density Bonus Ordinance	Yes	Proj#1:Housing Ordinance Package
Single-Room Occupancy Ordinance	Applicant	\$ 14,000	5/1/20	12/31/20	Draft SRO Ordinance/ Location&Best Practices	Yes	Proj#1:Housing Ordinance Package
Transitional/Supportive Housing Ordinance	Applicant	\$9,000	5/1/20	12/31/20	Draft Transitional/Supportive Housing Ordinance	Yes	Proj#1:Housing Ordinance Package
Community Engagement/Hearings	Applicant	\$ 14,000	5/1/20	12/31/20	Agendas/meetings/minutes/adopted ordinances	Yes	Proj#1:Housing Ordinance Package
	Other					N/A	
#2 Initiation/Research/Consultant/Grant Admin	Applicant	\$ 6,000	4/1/20	6/30/22	Consultant,meetings,refined scope, grant admin	No	Proj#2:Sites Inventory Analysis/ZO Diagnosis
Diagnosis/Implementation Strategies/ZO Amendments	Applicant	\$ 55,000	5/1/20	12/31/20	Zoning Code Amendments/Zoning Diagnosis/Implementation Plan	Yes	Proj#2:Sites Inventory Analysis/ZO Diagnosis
RHNA Analysis/Action Strategy	Applicant	\$ 33,000	8/31/20	3/31/21	Resid. Sites Inventory Analysis Memo/Draft Sites Table/Map	No	Proj#2:Sites Inventory Analysis/ZO Diagnosis
RHNA Site Rezoning	Applicant	\$ 0.00	6/1/20	10/1/21	Rezoned sites for RHNA	Yes	Proj#2:Sites Inventory Analysis/ZO Diagnosis - NO SB2 funding
Community Engagement	Applicant	\$ 15,000	6/1/20	3/31/21	Agendas/meetings/minutes	No	Proj#2:Sites Inventory Analysis/ZO Diagnosis
	Other					N/A	
	Other					N/A	
	Other					N/A	
	Total Est. Cost \$	160000					

*Priority Policy Area (PPA)

SB 2 Planning Grants Application

G. Legislative Information

District	#	Legislator Name
Federal Congressional District	33	Ted Lieu
State Assembly District	62	Autumn R. Burke
State Senate District	26	Benjamin Allen

Applicants can find their respective State Senate representatives at <https://www.senate.ca.gov/>, and their respective State Assembly representatives at <https://www.assembly.ca.gov/>.

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 1 of 3)

Pursuant to Section 201(d) of the Guidelines, all applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities by certifying that at least one activity was completed in 1) State Planning Priorities (i.e., Infill and Equity, Resource Protection, Efficient Development Patterns) or 2) Other Planning Priorities (i.e., Affordability, Conservation, or Climate Change). Consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years.

Complete the following self-certification by selecting one or more of the policy areas in the following tables by inserting the date completed for each applicable action, briefly describing the action taken, and certifying.

State Planning Priorities

Date Completed	Brief Description of the Action Taken
Promote Infill and Equity	
<i>Rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas.</i>	
12/1/19	Completed multiple street paving, water and sewer upgrades and repairs throughout the residential quarter of the City.
<i>Seek or utilize funding or support strategies to facilitate opportunities for infill development.</i>	
<i>Other (describe how this meets subarea objective)</i>	
<i>Promote Resource Protection</i>	
<i>Protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.</i>	
<i>Actively seek a variety of funding opportunities to promote resource protection in underserved communities.</i>	
<i>Other (describe how this meets subarea objective)</i>	
Encourage Efficient Development Patterns	
<i>Ensuring that any infrastructure associated with development, other than infill development, supports new development that does the following:</i>	
<i>(1) Uses land efficiently.</i>	
10/2/18	Adopted Smoky Hollow Specific Plan (SHSP) includes streetscape improvements for bicycle/ pedestrian mobility MFR adjacent area; adopted a Complete Streets policy.

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 2 of 3)

<i>(2) Is built adjacent to existing developed areas to the extent consistent with environmental protection.</i>	
10/2/18	Smoky Hollow Specific Plan (SHSP)(MFR adjacent area) includes traffic safety lighting/curb gutters/sidewalks /multi-modal transportation.
<i>(3) Is located in an area appropriately planned for growth.</i>	
12/1/19	Sewer and storm drain infrastructure is in place. Streets are adequately designed and include signalized intersections where warranted.
<i>(4) Is served by adequate transportation and other essential utilities and services.</i>	
10/2/18	SHSP and whole City is served by the LA Metro Green Line station ½ mile away/City's Downtown Lunchtime shuttle/Beach Cities Transit Line No. 109.
<i>(5) Minimizes ongoing costs to taxpayers.</i>	
<i>Other (describe how this meets subarea objective)</i>	

Other Planning Priorities

Affordability and Housing Choices	
<i>Incentives and other mechanisms beyond State Density Bonus Law to encourage housing with affordability terms.</i>	
9/1/16	Adopted 540 East Imperial Ave Specific Plan amendment to permit 58 dwelling units, inc. six affordable units.
<i>Efforts beyond state law to promote accessory dwelling units or other strategies to intensify single-family neighborhoods with more housing choices and affordability.</i>	
<i>Upzoning or other zoning modifications to promote a variety of housing choices and densities.</i>	
6/6/17	Amended the Downtown Specific Plan to set a parking requirement of 0.5 spaces per dwelling unit.
<i>Utilizing surplus lands to promote affordable housing choices.</i>	
<i>Efforts to address infrastructure deficiencies in disadvantaged communities pursuant to Government Code Section 65302.10.</i>	
<i>Other (describe how this meets subarea objective)</i>	

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 3 of 3)

Conservation of Existing Affordable Housing Stock	
<i>Policies, programs or ordinances to conserve stock such as an at-risk preservation ordinance, mobilehome park overlay zone, condominium conversion ordinance and acquisition and rehabilitation of market rate housing programs.</i>	
<i>Policies, programs and ordinances to protect and support tenants such as rent stabilization, anti-displacement strategies, first right of refusal policies, resources to assist tenant organization and education and "just cause" eviction policies.</i>	
12/1/19	Adopted an ordinance temporarily prohibiting evictions without just cause.
<i>Other (describe how this meets subarea objective)</i>	
Climate Adaptation	
<i>Building standards, zoning and site planning requirements that address flood and fire safety, climate adaptation and hazard mitigation.</i>	
11/1/17	City Adopted a Climate Action Plan(2017); City initiated Climate Adaptation Plan and completed initial Vulnerability Assessment (2018)
<i>Long-term planning that addresses wildfire, land use for disadvantaged communities, and flood and local hazard mitigation.</i>	
<i>Community engagement that provides information and consultation through a variety of methods such as meetings, workshops, and surveys and that focuses on vulnerable populations (e.g., seniors, people with disabilities, homeless, etc.).</i>	
<i>Other (describe how this meets subarea objective)</i>	

State and Other Planning Priorities Certification

I certify under penalty of perjury that all of the information contained in this PGP State Planning and Other Planning Priorities certification form (pages 9, 10, and 11 of this application) is true and correct.

Certifying Officials Name: Gregg McClain

Certifying Official's Title: Planning Manager

Certifying Official's Signature: 

Certification Date: 12/18/19

SB 2 Planning Grants Application

Attachment 2: Application Nexus to Accelerating Housing Production

Fill out Attachment 2 only if the applicant answered “No” to item 3 in Section C or is utilizing Policy Priority Areas AND other activities not designated as such. Applicants answering “Yes” to question 3 in Section C and utilizing ONLY Priority Policy Areas are automatically deemed to demonstrate a nexus to accelerating housing production, and do not need to complete this form.

Pursuant to section VIII, subsection (4) of the NOFA, applicants shall demonstrate how the application includes a nexus to accelerating housing production. Please complete the following chart by providing information about the current conditions and expected outcomes with respect to the planned activity and housing production. Please attach documentation as necessary and see the NOFA for additional details.

Quantify how the activity accelerates production below and use Appendix B to explain the activity and its nexus to accelerating housing production if necessary.

Type (Select at least one)	*Baseline	**Projected	***Difference	Notes
Timing (e.g., reduced number of processing days)				
Development cost (e.g., land, fees, financing, construction costs per unit)				
Approval certainty and reduction in discretionary review (e.g., prior versus proposed standard and level of discretion)				
Entitlement streamlining (e.g., number of approvals)				
Feasibility of development				
Infrastructure capacity (e.g., number of units)				
Impact on housing supply and affordability (e.g., number of units)	69	523	+454	RHNA Site Capacity (minimum estimate)
Impacts on Housing Supply (applications/potential units)	0/0	5/35	+5/+35	Applications/units per density bonus, SRO, TrnsSupp Hsng.

**** Baseline – Current conditions in the jurisdiction***

(e.g. 6-month development application review, or existing number of units in a planning area)

*****Projected – Expected conditions in the jurisdiction because of the planning grant actions***

(e.g. 2-month development application review)

******Difference – Potential change resulting from the planning grant actions***

(e.g., 4-month acceleration in permitting, creating a more expedient development process)

SB 2 Planning Grants Application

Attachment 3: Sample Resolution

RESOLUTION NO. 2019-XX
A RESOLUTION OF THE [CITY COUNCIL/COUNTY BOARD OF SUPERVISORS] OF
_____[CITY, COUNTY NAME]____
AUTHORIZING APPLICATION FOR, AND RECEIPT OF,
SB 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the [City Council/County Board of Supervisors] of _____ (City/County) desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 ([SB 2](#)))) related to the PGP Program.

NOW, THEREFORE, THE [CITY COUNCIL/COUNTY BOARD OF SUPERVISORS] OF _____
RESOLVES AS FOLLOWS:

SECTION 1. The [City Council/County Board of Supervisors] is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application released March 28, 2019 in the amount of \$_____.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the [insert designee title, e.g. City Manager, Executive Office, etc] is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$_____, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the [City/County's] obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The [City/County] shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The [City Council/County Board of Supervisors] hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The [insert the title of City Council/County Board of Supervisors Executive or designee] is authorized to execute the [City/County] of _____ Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the [City/County] as required by the Department for receipt of the PGP Grant.

ADOPTED _____, 2019, by the [City/County] Board of Supervisors of the County of _____
by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

County Executive

ATTEST: APPROVED AS TO FORM:

County Clerk County Attorney

SB 2 Planning Grants Application

Appendix A

Use this area for additional information if necessary.

Project #2: Comprehensive Sites Inventory Analysis and Zoning Regulations Diagnosis (PPA: NO)

Background: The City requests SB2 grant funds to complete a Comprehensive Sites Inventory Analysis and Zoning Regulations Diagnosis in preparation for the 6th cycle Housing Element (HE), and to identify current /future residential development opportunity sites. El Segundo is a built-out City and faces the challenge of accommodating 523 units as part of the 6th cycle RHNA and HE update process. The draft RHNA represents a 658% increase from the 5th cycle RHNA (69 units). The RHNA challenge is further complicating by rapidly changing State law that creates more scrutiny and stricter identification of sites (AB 1397).

Scope: The project will include the following components:

1. The ZO Regulations Diagnosis will look at current development standards and identify issues/constraints to maximizing development potential. The diagnosis will include, but not be limited to, building heights/setbacks/lot width/ lot coverage/parking standards. The implementation plan will identify potential changes to development standards to ensure that owners/ developers can achieve max. density potential. The City will undertake appropriate Zoning Code amendments recommended in the diagnosis.

2. The RHNA analysis/Action Strategy will lay the foundation for the City's 6th cycle HE update by assessing existing opportunities to address the RHNA. The analysis will focus on site suitability for housing, drawing from sites identified in the 2014 HE. The analysis will look at areas covered by Specific Plans and will evaluate remaining capacity in these areas to include in the land inventory. Where new sites are necessary due to project development/changes in circumstance, the City will assess the areas identified as most likely to redevelop at density levels that can facilitate affordable housing, consistent with State law. The City expects the analysis to show a shortfall in RHNA sites; thus, the analysis will include a recommended implementation plan to make additional sites available, including, but not limited to, rezoning new sites and/or modifying zones, modifying development standards, and adjusting permitting processes. While the actual rezone of sites is not proposed to be funded by the SB2 grant, identification of rezoning opportunities in the implementation plan is an important outcome of the project. Rezoning for additional housing capacity is considered a Priority Policy Area. The RHNA analysis will also include a sites inventory map (GIS) and a land inventory with parcel-specific listing (table) of sites. These products will be used to share/promote residential development opportunities. This is a much-needed resource that will be shared with interested property owners/residential developers.

Given the expected high public interest for changes required to address the 6th cycle RHNA, a robust public outreach component is included in the project, which may be structured as a series of workshops to encourage participation by broad segments of the community. Estimated budget including public outreach: \$90,000-\$115,000.

Plans for Adoption and Implementation: The project is anticipated to be completed spring 2021 in coordination with 6th cycle HE deadlines established by HCD.

Anticipated Outcomes: The project will achieve SB2 program objectives of accelerating housing production, expedite housing production, and expand housing production opportunities at all income levels and for all income groups. The City anticipates an increase in identified capacity for at least 454 additional units (at varying income levels) over the land inventory used in the 2014 HE.

SB 2 Planning Grants Application

Appendix B

Use this page to explain the nexus to accelerating housing production or for project description.

Project #1: Housing Ordinance Package: PPA - nexus not required

Project #2: Comprehensive Sites Inventory Analysis and Zoning Regulations Diagnosis Nexus Explanation:

- The proposed project would accelerate housing production and development certainty.
- **Housing Production/Certainty:** The land inventory assessment will accelerate housing production by identifying locations where additional housing capacity can be supported (where land is underdeveloped) and areas that may need land use modifications to maximize residential capacity. By-right residential land use regulations in these areas will provide certainty in approval processes.
- **Expedited Processing:** The assessment will provide a much-needed resource for developers. The land inventory sites will be available to the public, housing developers, and property owners. Public access to accurate and up-to-date information will expedite housing production by reducing the confusion and time associated with evaluating development potential and development standards on a property.
- **Housing Supply:** The land inventory assessment is a critical part of the 6th cycle Housing Element, which is a policy-level foundation to expand housing production, coupled with a strong implementation plan that includes specific and quantifiable program actions. Without an adequate land inventory, the City's Housing Element cannot be found in compliance with State law. The expected RHNA for the 6th cycle requires that the City's site inventory be eight times as large as was the case for the 5th cycle Housing Element. This requires a strengthened land inventory which results in expansion of the identified residential development opportunities. The project will achieve SB2 program objectives of accelerating housing production, expedite housing production, and expand housing production opportunities at all income levels and for all income groups. The City anticipates an increase in identified capacity for at least 454 additional units (at varying income levels) over the land inventory for 69 units used in the 2014 HE.
- **Housing Supply:** A State-certified Housing Element with a strong land inventory component approved by the City Council will serve as an important tool in accelerating housing production and will reinforce housing production as a key City objective.

**Budget Detail and Payment Provisions
from HCD Agreement 19-PGP-13986**

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$160,000.

3. Grant Timelines

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be expended by June 30, 2022.
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before February 28, 2022, to ensure meeting the June 30, 2022 deadline. Under special circumstances, as determined by the Department, the Department may modify the February 28, 2022 deadline.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

EXHIBIT B

4. **Allowable Uses of Grant Funds**

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the scope of work, project description, project timeline and other parts of the application, and eligible activities and uses pursuant to Article III of the Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.
- E. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with Schedule F: Project Timeline and Budget and the Statement of Work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.
- H. Approved and eligible costs incurred prior to the NOFA date are ineligible.

5. **Performance**

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work specified in Exhibit A and as incorporated by the SB 2 Program application in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

EXHIBIT B

6. Fiscal Administration

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PGP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to PGP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:
- 1) Government Agency Taxpayer ID Form (GovTIN; Fi\$cal form);
 - 2) A Request for Funds on a form provided by the Department; and
 - 3) Any and all documentation requested by the Department in the form and manner as outlined in the following subsection D.
- D. Grantee shall submit all required reimbursement documentation to the following address:
- Department of Housing and Community Development
Housing Policy Development
Land Use Planning Unit
Attention: PGP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050
- E. The Grantee shall submit invoices for reimbursement to the Department according to the following schedule:

EXHIBIT B

- 1) At maximum, once per quarter; or
- 2) Upon completion of a deliverable, subject to the Department's approval; and
- 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2019 calendar year beginning with January, with first requests for reimbursement accepted on or after September 30, 2019.

- F. The request for reimbursement must be for a minimum of 15 percent of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, item D of Exhibit B. Invoices shall include at a minimum the following information:
- 1) Names of the Grantee's personnel performing work;
 - 2) Dates and times of project work;
 - 3) Itemized costs in accordance with the Schedule F: Project Timeline and Budget and Statement of Work, including identification of each employee, contractor, subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and
 - 4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.
- G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.
- H. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.
- I. Grant funds cannot be disbursed until this Standard Agreement has been fully executed.

EXHIBIT B

- J. Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work pursuant to Section 601(f) of the Guidelines.

- K. The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.
 - 1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.

- L. The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Schedule F: Project Timeline and Budget, the Statement of Work, and/or any and all documentation incorporated into this Standard Agreement and made a part thereof.

- M. The Department may withhold 10 percent of the grant until grant terms have been fulfilled to the satisfaction of the Department.

Suggested Timeline and Budget

SB 2 Planning Grant Application
 F. Project Timeline and Budget
 Project Name

Objective	Est. Cost	Begin	End
#1 Initiation/Research/ Consultant/Grant Admin	\$ 5,000	11/1/2020	6/30/2022
Density Bonus Ordinance	\$ 9,000	12/1/2020	7/31/2021
Single-Room Occupancy Ordinance	\$ 14,000	12/1/2020	7/31/2021
Transitional /Supportive Housing Ordinance	\$ 9,000	12/1/2020	7/31/2021
Community Engagement Hearings	\$ 14,000	12/1/2020	7/31/2021
#2 Initiation/Research/ Consultant/Grant Admin	\$ 6,000	11/1/2020	6/30/2022
Diagnosis/Implimentation Strategies/ZO Amendments	\$ 55,000	12/1/2020	7/31/2021
RHNA Analysis/Action Strategy	\$ 33,000	3/1/2021	10/31/2021
RHNA Site Rezoning	\$ -	1/4/2021	10/31/2021
Community Engagement	\$ 15,000	1/4/2021	10/31/2021
Total Est. Cost	\$ 160,000		

Sample El Segundo
Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EL SEGUNDO AND**

This AGREEMENT is entered into this ___th day of _____, 2020, by and between the CITY OF EL SEGUNDO, a general law city and municipal corporation ("CITY") and _____, a _____ Corporation ("CONSULTANT").

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT for CONSULTANT's services. CONSULTANT acknowledges that it will be paid with funds received by the CITY from the Developer and/or Applicant associated with each project for which CONSULTANT performs services on behalf of the CITY.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit A, which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally employed professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services in the same vicinity. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have 15 days after such notification to cure any shortcomings to CITY's satisfaction.

4. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY that lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit A) the tasks performed. If the CITY agrees with all of the information listed in the invoice, CITY will then pay CONSULTANT from the Developer/Applicant account created for the

project. In the event that the Developer / Applicant account does not have sufficient funds for payment of CONSULTANT's services, CITY will notify CONSULTANT in writing to suspend any work under this Agreement until the account is replenished by the Developer/Applicant. The CITY is not responsible for the cost of any of CONSULTANT's services after the date of such written notice, unless and until the Developer/Applicant account is replenished with sufficient funds. This Agreement will cover only those costs incurred for which Developer / Applicant funds are available.

5. POLITICAL REFORM ACT. CONSULTANT agrees that it will be considered a public official subject to the Political Reform Act of 1974 for purposes of this Agreement. CONSULTANT agrees and warrants that it has no financial interests which may be materially affected by the project(s) for which it is performing services. Such financial interests may include, without limitation, interests in business entities, real property, or sources of income exceeding \$500 received within the past year. CONSULTANT further warrants that, before executing this Agreement, it reviewed the Political Reform Act of 1974 and the Fair Political Practices Commission regulations, including, without limitation, Chapter 7 of Title 2 of the California Administrative Code, Section 18700, et seq., in order to determine whether any conflict of interest would require CONSULTANT to refrain from performing the services or in any way attempting to use its official position to influence the governmental decisions underlying the subject project(s).

6. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

7. KEY PERSONNEL.

- A. CONSULTANT's key personnel assigned to perform work under this Agreement and their level of responsibility are as follows but is not limited to:

_____, _____

_____, _____
_____, _____

- B. The resume of each of the individuals identified in this Section are attached to this Agreement, collectively, as Exhibit A, and incorporated by reference.
- C. In the event CITY objects to the continued involvement with this Agreement by any of the persons listed in this Section, or any other person selected by CONSULTANT to perform services under this AGREEMENT, CONSULTANT agrees that it will replace such persons with individuals that are agreed to by CITY.

8. TERM. The term of this Agreement will start on the Effective Date and end on _____, 20___. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit A;
- B. Termination as stated in Section 15.

9. TIME FOR PERFORMANCE.

- A. CONSULTANT will not perform any work under this Agreement until:
 - 1. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

10. TIME EXTENSIONS. Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

11. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibit; this Agreement supersedes any conflicting provisions.

12. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY

resulting from changes in the services will be determined in accordance with written agreement between the parties.

13. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

14. PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15. WAIVER. CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least 30 days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

17. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement shall become CITY's property, upon CONSULTANT's receipt of full payment for services rendered. CONSULTANT may retain copies of said documents and materials as desired but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

18. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

19. INDEMNIFICATION.

A. CONSULTANT agrees to the following:

- i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.
- ii. *Indemnification for other Damages.* For claims arising out of the performance of non-professional services only, CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. For claims arising out of the performance of non-professional services only, should CITY be named in any such suit, or should any claim be brought against it by suit or otherwise, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 22, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

21. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

22. AUDIT OF RECORDS. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least 3 years after termination or final payment under this Agreement.

23. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon 30 days prior written notice to CITY.
- C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” CONSULTANT will continue to renew the insurance for a period of 3 years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT’s expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 05.

24. USE OF SUBCONTRACTORS. Unless otherwise referenced in this Agreement, CONSULTANT must obtain CITY’s prior written approval to use any sub-consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

25. INCIDENTAL TASKS. CONSULTANT will meet with CITY regularly to provide the status on the project, which will include a schedule update and a short narrative description of progress for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

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

If to CITY:

El Segundo Planning & Building Safety Dept.
350 Main St.
El Segundo, CA 90245
Attention: Gregg McClain, Planning Manager
Phone: 310-524-2393
Email: gmcclain@elsegundo.org

If to CONSULTANT:

Attention: _____
Phone: ____-____-_____
Email: _____@_____._____

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

27. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

28. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

29. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

30. INTERPRETATION. This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

31. COMPLIANCE WITH LAW. CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

32. ENTIRE AGREEMENT. This Agreement, and its Exhibit, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

33. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

34. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

35. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment.

36. ACCEPTANCE OF ELECTRONIC SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic (.pdf) or facsimile transmission. Such electronic or facsimile signature will be treated in all respects as having the same effect as an original signature.

37. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

38. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement. However, CITY recognizes that CONSULTANT's work must be governed by sound professional practices.

39. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

40. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

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

CITY OF EL SEGUNDO

Taxpayer ID No. _____

Scott Mitnick,
City Manager

ATTEST:

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:

Mark D. Hensley,
City Attorney

EXHIBITS

Proposal, Budget and Resumes