

CITY OF CULVER CITY  
STANDARD PROFESSIONAL SERVICES AGREEMENT  
WITH: RAIMI + ASSOCIATES  
FOR: GENERAL PLAN UPDATE (GPU) SERVICES  
RFP #1802

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and RAIMI + ASSOCIATES, hereinafter referred to as "Consultant."

1. CONSULTANT'S SERVICES. Consultant agrees to perform, during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A."
2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Section 27 of this Agreement and shall end upon satisfactory completion of the work, as reasonably determined by City's Community Development Director.
3. PAYMENT FOR SERVICES. City shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B." The compensation shall be paid at the time and manner set forth in said Exhibit "B."
4. TIME FOR PERFORMANCE. Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under Section 7 of this Agreement; and, (b) City gives Consultant a written and signed Notice to Proceed.
5. DESIGNATED REPRESENTATIVE(S). Matt Raimi, AICP, shall be the designated Consultant Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Consultant Representative shall actually perform, or provide immediate supervision of Consultant's performance of, the Scope of Service.
6. INDEMNITY FOR PROFESSIONAL LIABILITY:  
When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including reasonable legal counsel's fees and costs to the extent same are caused in whole or in part

by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or Subconsultants (or any Agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY:

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable legal counsels fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence or misconduct by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

7. INSURANCE. Without limiting its obligations pursuant to Section 6 of this Agreement, the Consultant shall procure and maintain, at Consultant's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit "C."
8. INDEPENDENT CONTRACTOR STATUS. City and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Consultant shall 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, worker's compensation or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.
9. NON-APPROPRIATION OF FUNDS. Payment due and payable to Consultant for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of City. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year. City shall notify Consultant if non-appropriation of funds occurs and Consultant shall be paid in full for all work satisfactorily completed through the date of notification.

10. ASSIGNMENT. This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City shall be prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.
11. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
12. OWNERSHIP OF CONSULTANT'S WORK PRODUCT. City shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other materials gathered or prepared by Consultant in performance of this Agreement, or at any earlier or later time when the same may be requested by City. Such work product shall be transmitted to City within ten (10) days after a written request therefor. Consultant may retain copies of such products. All written documents shall be provided to City in digital and in hard copy form.

The consultant will not be responsible for providing the City with any proprietary or commercially-available software required to access native formats of deliverables produced for this project; e.g., ArcGIS, Adobe Creative Cloud, etc.

The consultant will provide finished products only as the consultant cannot guarantee accuracy and quality within unfinished/working products.

13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery, facsimile, overnight delivery, or by U.S. Mail. All written notices or correspondence sent pursuant to this paragraph will be deemed given to a party on whichever date occurs first; the date of personal delivery; the date of transmission, if sent by facsimile (with proof of transmission); the next business day following deposit with an overnight mail carrier; the fifth day following deposit in the U.S. Mail, when sent by "first class mail."

Notice sent by U.S. Mail shall be addressed as follows:

To City:                      City of Culver City  
                                    Attention: Sol Blumenfeld  
                                    Community Development Director  
                                    9770 Culver Boulevard  
                                    Culver City, CA 90232-0507

To Consultant: Raimi + Associates  
Attn: Matthew Raimi, Principal  
2000 Hearst Avenue, Suite 400  
Berkeley, CA 94709

14. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.
15. PERMITS AND LICENSES. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a Culver City business tax certificate.
16. APPLICABLE LAWS, CODES AND REGULATIONS. Consultant shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work.
17. NON-DISCRIMINATION REQUIREMENTS. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of ancestry, age, color, physical and/or mental disability, genetic information, gender identity, gender expression, marital status, medical condition, military and/or veteran status, national origin, race, religion, sex/gender, or sexual orientation.
18. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the services provided hereunder.
19. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.
20. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
21. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
22. RIGHT TO TERMINATE. Either party may terminate this Agreement at any time, with or without cause, in their sole discretion, with thirty-days' (30-days') written notice.



23. EFFECT OF TERMINATION. Upon termination as stated in Section 22 of this Agreement, City shall be liable to Consultant only for work satisfactorily performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law.
24. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, then venue shall be in the Superior Court of Los Angeles County.
25. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including reasonable attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
26. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between City and Consultant regarding the subject matter hereof, and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.

27. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of City. This Agreement shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

RAIMI + ASSOCIATES

Dated: 5-28-19

By 

Matthew D. Raimi

NAME

President + CEO

TITLE

Dated: \_\_\_\_\_

By \_\_\_\_\_

NAME

TITLE

CITY OF CULVER CITY, CALIFORNIA

Dated: 6/25/19

By 

John Nachbar  
City Manager

APPROVED AS TO CONTENT:

  
Sol Blumenfeld  
Community Development Director

APPROVED AS TO FORM:


  
Carol A. Schwab  
City Attorney

EXHIBIT A  
CITY OF CULVER CITY  
STANDARD PROFESSIONAL SERVICES AGREEMENT  
WITH: RAIMI + ASSOCIATES  
FOR: GENERAL PLAN UPDATE (GPU) SERVICES  
RFP #1802  
SCOPE OF SERVICES

## Preamble

The following is the scope of services for the Raimi + Associates (R+A) team (Consultant Team) for the Culver City General Plan Update and Environmental Impact Report (GPU). The Consultant Team includes the following firms in addition to R+A: Perkins + Will (P+W), Nelson\Nygaard (NN), HR&A Advisors (HR&A), Environmental Science Associates (ESA), Sherwood Design Engineers (SDE), Urban Systems (US), Veronica Tam + Associates (VTA), the Cultural Planning Group (CPG), and RALLY. The scope of services defines the specific tasks and roles and responsibilities of each firm relative to the overall project. Tasks not specifically identified or described herein shall be considered "extra work" under the terms of the contract. The budget for the scope of work is included in Exhibit B. The level of effort for each task and by each Consultant Team member is included in the budget.

## Acronyms

- AB = Assembly Bill
- the city = the place / the City = the agency
- CEQA = California Environmental Quality Act
- CNDDDB = California Natural Diversity Database
- CPA = Clean Power Alliance
- CPG = Cultural Planning Group
- EIR = Environmental Impact Report
- ESA = Environmental Science Associates
- GHG = greenhouse gas
- GPAC = General Plan Advisory Committee
- GPU = General Plan Update
- HCD = California Department of Housing and Community Development
- LOS = level of service
- MJHMP = Multi-Jurisdictional Hazard Mitigation Plan
- MMRP = mitigation and monitoring reporting program
- NN = Nelson\Nygaard
- NOA = Notice of Availability
- NOC = Notice of Completion
- NOD = Notice of Determination
- NOP = Notice of Preparation
- OD = origin-destination trip method
- OPR = California Office of Planning and Research
- P+W = Perkins + Will
- PPT = PowerPoint
- R+A = Raimi + Associates
- RHNA = regional housing needs allocation
- RFP = request for proposals
- SB = Senate Bill
- SCAG = Southern California Association of Governments
- SDE = Sherwood Design Engineers
- TAC = technical advisory committee
- TAZ = traffic analysis zone
- TDFM = travel demand forecast model
- TDM = transportation demand management
- US = Urban Systems
- USFWS = U.S. Fish and Wildlife Service
- VMT = vehicle miles travelled
- VTA = Veronica Tam and Associates

## **Task 1: Project Initiation**

### **Task 1.1: Project Kick-Off Meeting**

The Consultant Team will hold a full-day kick-off meeting in Culver City to initiate the project. This meeting will include an overall team meeting, one-on-one topic-specific meetings with City staff, and a tour of the city. The topic-specific meetings with staff may be related to land use and growth, economic development, health and sustainability, transportation, and community engagement.

### **Task 1.2: Data Collection + Map Book**

The City will provide the Consultant Team with a comprehensive list of documents and data necessary to prepare the General Plan and Environmental Impact Report (EIR). Following delivery of materials, the Consultant Team will prepare a supplemental data request list to obtain additional data from the City. The Consultant Team will also review existing planning documents and technical reports provided by the City. As part of this task, R+A will create a "map book" that compiles all the GIS mapping data provided by the City. The map book will allow the Consultant Team to quickly review geographic data across a variety of topics.

### **Task 1.3: Project Work Plan**

R+A will develop a work plan broken out by scope task that specifies lead and supporting Consultant Team members, key work elements, major deliverables/outcomes, due dates, required City actions, and task status. The document will also outline methods of communication between Consultant Team members. The work plan will be a living document, updated throughout the GPU process.

### **Task 1 Deliverables**

- 1.1 Kick-off meeting agenda and notes
- 1.2 Data and document request memo and map book
- 1.3 Project Work Plan draft and final

## **Task 2: Community Engagement**

The following presents the Consultant Team's overall approach and specific tasks for community engagement. The engagement process is divided into three phases, as shown below: 1) Visioning + Discovery, 2) Alternatives + Policy, and 3) Review + Adoption. The ultimate goals of the engagement process are to: expand the number and variety of people who participate in planning projects; provide a diversity of ways for the community to engage in the process; create new ways of the City engaging with the public; provide transparency and trust-building through the citywide planning process; receive feedback on key land use, transportation, economic, health, and other policy issues; and provide opportunities for the community to take ownership of the plan in preparation for implementation. The community engagement plan described below is ambitious and far reaching and will require a close partnership and shared ownership with City staff.

### **Task 2.1: Community Engagement Plan**

R+A and RALLY will prepare a community engagement plan that identifies outreach tools and platforms and the timing and responsibilities related to each activity. The engagement plan will help guide the outreach efforts but will remain flexible to evolve as we go through the planning process to course correct as needed. The engagement plan will include:

- A "sampling plan" with demographics for sub-populations including seniors, youth, neighborhoods, families, non-English speaking populations and others and methods of reaching each sub-population.
- Communication and messaging strategies developed by RALLY with a focus on reaching those who typically do not participate in the planning process.
- Key messages for the GPU process
- Engagement targets and measures of success
- Detailed engagement strategies by project phase
- Graphic schedule of engagement process

### **Task 2.2: Branding + Strategic Communications**

RALLY will develop a strategic communications framework tailored to Culver City's specific needs and goals. R+A will prepare unique branding materials for the project. At a minimum, this will include a logo, color palette, document layouts and fonts, map template, workshop boards, meeting notices, and PowerPoint (PPT) presentation template. All public materials will use the branding identity.

### **Task 2.3: Email Distribution Database**

R+A will prepare a project email database from the City's previous engagement activities and City lists. The database will be updated throughout the process and will use the list to distribute meeting notices, reports, summary meeting notes and newsletters. All communication via the database will be electronic and via email.

### **Task 2.4: Project Information Material**

R+A will develop a project information brochure that defines the purpose of the project, the project timelines, and ways that the public can get involved in the decision-making process.

### **Task 2.5: Project Website**

R+A will work with the City to create an interactive website for the project that allows for two-way communication of information. The website, which will include a unique URL, will include basic information about the project, documents produced for the project, meeting summaries, and meeting announcements, among other materials. The website will also include an interactive component, such as comment features, surveys, and interactive workshops whereby participants can complete workshop activities (see Task 2.10 below). At the end of the project, ownership and log-ins for the website will be handed off to staff.

### **Task 2.6: Stakeholder Interviews**

The Consultant Team will conduct up to 30 one-hour stakeholder interviews. Stakeholders will be identified with City staff at the beginning of the project and may include: City Council members, key business and advocacy organizations, and community leaders. R+A will prepare a brief memorandum summarizing the results of the stakeholder interviews. The stakeholder interviews will be held during two or three focused time periods in the city.

### **Task 2.7: GPAC Meetings**

R+A will work with City staff to hold and facilitate with the General Plan Advisory Committee (GPAC) comprised of 21 members twelve (12) times during the process. The GPAC is strictly advisory and non-voting. R+A recommends that it meet about every other month during the planning process to provide high-level feedback on the project issues, including: the vision and guiding principles; land use and transportation alternatives; and health, economic

development, and other key policy topics. The GPAC would also serve as a sounding board for content for public workshops. Potential topics for the GPAC meetings are:

- Orientation including time for GPAC members to get to know one another
- Issues and opportunities
- Draft Community Engagement Plan review
- Vision and guiding principles; plan targets and outcomes
- Land use/design alternatives
- Sustainability, health, and equity
- Mobility and transportation
- Parks and open space
- Infrastructure and smart city
- Economic development
- Draft General Plan review

### **Task 2.8: TAC Meetings**

R+A will organize and facilitate a series of topic-specific technical advisory committees (TACs) to explore innovative General Plan topics beyond what the GPAC can cover. Each TAC would be comprised of about ±5 members, potentially including GPAC members and other volunteers from the community who have expertise in the specific topic or have expressed a deep interest. R+A will organize up to five (5) TACs, each of which will meet two or three times during the process, for up to fifteen (15) TAC meetings total. The TACs will be an opportunity for a more informal exchange of ideas between participants. The TAC meetings will be informal, and each will require minimal preparation time, using existing materials prepared for other tasks. City staff will be responsible for forming the TACs and all meeting logistics. Potential topics include:

- Public space and urban design (P+W lead)
- Transportation and mobility (N\N lead)
- Quality of life: sustainability, health, parks (R+A lead)
- Culture and arts (CPG lead)
- Economic development (HR&A lead)

### **Task 2.9: Pop-Up Workshops + Community Events**

One of the major approaches to community engagement for the GPU will be to craft a process where we meet people where they are, rather than only asking them to come to a public workshop. As such, the Consultant Team recommends “pop-up” workshops or “intercept” meetings at planned well-attended events in Culver City at key junctures in the planning process. Coupled with this, R+A will create parallel survey materials for the project website (see description of surveys in Task 2.10 below) using the MetroQuest engagement software or other online survey platform. The pop-up workshops will be held at times and locations convenient for a wide cross section of participants (e.g., youth, young families, minority groups, and other traditionally-underrepresented groups) and materials will be translated into Spanish if needed. R+A will prepare materials for three distinct pop-up workshops during the following phases:

1. **Issues, Opportunities and Visioning.** This series will identify the issues facing the community, the opportunities for improvement, the strengths of the community and the

overall vision and direction of the City. It will include key questions identified in the Request for Proposals (RFP):

- a. What is precious here that we don't want to lose?
  - b. What is almost good that we need to make right?
  - c. What is terrible that needs to change?
  - d. What is missing?
2. **Sub-Area Alternatives.** During the alternatives phase, R+A will organize a series of pop-up workshops to obtain feedback on the alternatives. R+A's expectation is to create a series of boards for each major change area of the City and then hold pop-up workshops in that specific area.
3. **Policy Direction and/or Draft Plan.** Near the end of the citywide policy development or plan development phase or after the draft General Plan is released, R+A will hold a series of pop-up workshops to obtain feedback on the changes to the General Plan and a priority of implementation actions.

#### **Task 2.10: Online Engagement + Surveys**

As a parallel process to the pop-up workshops, R+A will prepare online surveys using MetroQuest, SurveyMonkey, or other online survey platform to obtain feedback on General Plan direction. The surveys will be available through a link on the project website. We have found that online surveys are a great way to encourage many people to participate in the process but also for us to easily analyze responses by demographics, neighborhood location, and length of tenure in the city. R+A will provide a technical memo with the topline survey results; a detailed survey report is not included.

#### **Task 2.11: Engagement Toolkits + Project Ambassador**

At key points during the process, the Consultant Team will prepare a toolkit to engage community members outside of defined General Plan meetings and pop-up workshops. The toolkits will be delivered by identified "Project Ambassadors." Ambassadors could include GPAC members, TAC members, and other interested citizens or constituents.

The toolkits could include a project overview, project fact sheet(s) or PPTs with background information, surveys, and/or discussion questions. R+A's expectation is that individuals and groups can use the toolkit to lead conversations with community members, summarize the information, and return the results to the Consultant Team. City staff can also use the toolkit to attend community events and meetings to collect additional information. Toolkits will be developed in parallel with the pop-up materials.

#### **Task 2.12: Community Workshops + Festivals**

R+A will organize up to seven (7) community meetings throughout the process. The format and structure of each will be different to reflect the specific topic. In R+A's experience, online surveys and pop-up workshops are important ways to obtain a large amount of feedback, but in-person meetings still have an important role in the process of updating a General Plan. Large workshops and open houses give residents and other stakeholders the opportunity to interact with City staff and one-another and create a sense of community and belonging.

The following is the initially agreed-upon flow of topics for the workshops. The specific flow and content of each will be determined during the update process in consultation with City staff.

- **Open House/Orientation.** At the beginning of the process, R+A will organize an Open House event to introduce the community to the project and provide background information on General Plans. It will also allow GPAC members to meet one another and community members. This event will be combined with the first GPAC meeting.
- **Vision Festival.** This festival will focus on confirming the long-range vision for Culver City, key issues and opportunities. The meeting could be organized as a festival with presentation, stations and interactive activities. To expand attendance, R+A will also include but is not limited to the following: food, music, art exhibits, kids' activities and/or other activities to make the event exciting and fun.
- **Alternatives Workshops (2).** During the citywide scenario development and the land use alternatives tasks, R+A will hold two workshops to discuss the land use, housing, urban design, public realm and mobility alternatives. This will include a brief walking tour at one workshop to allow residents to experience the area while thinking about the future.
- **Parks, Health, Environmental Justice, and Resilience Workshop.** R+A will facilitate a workshop focusing on the emerging issues of health, environmental justice, and climate resilience.
- **Policy Direction Festival.** Toward the end of the policy development phase of the project, R+A will organize a community festival to review the proposed General Plan direction for all major topics of the plan. As with the vision festival, this event will have a balance between fun activities (music, food, kids activities, etc.) and feedback on policies.
- **Draft General Plan Open House.** After the Draft General Plan is released for public review, R+A will organize an open house with stations on the various General Plan topics.

For each meeting, the Consultant Team will develop the workshop format and prepare the agenda and other materials and facilitate the meeting. City staff will provide logistical support and assist with staffing each event. R+A will also design an outreach flyer for each meeting/event that can be distributed via email and through existing City channels.

#### **Task 2.13: Tactical Urbanism Demonstration Project**

As part of the pop-ups or as part of one of the community workshops, R+A, with assistance from the City, will prepare a tactical urbanism project to demonstrate one or more the concepts proposed as part of the GPU. This could include modifications to roadway configurations, parklets, cultural/art interventions, smart city technologies or innovative environmental strategies.

#### **Task 2.14: In-House Staff Meetings**

At two points in the process, the Consultant Team will meet with City staff as a group to discuss various aspects of the project. These meetings will be informal and will use materials developed for other tasks. The first meeting will be an orientation to the project and the second meeting will be on either existing conditions or policy frameworks (during Task 6). R+A will prepare agendas and summary notes for each meeting. The first meeting will be held at the beginning of the project during the kick-off meeting and will provide an orientation to the project



and a discussion of issues and opportunities in the City. The second In-House staff meeting will occur approximately 12-15 months into the project and will focus on policy development and/or review of draft policies. The exact timing of each meeting will be discussed with the City. The meetings will likely include executive and management staff but could also include others as needed.

## **Task 2 Deliverables**

- 2.1 Community Engagement Plan draft and final
- 2.2 Logo and branding package draft and final
- 2.3 Email distribution database
- 2.4 Project information brochure
- 2.5 Interactive project website
- 2.6 1-hour stakeholder interviews (up to 30); summary notes; interview protocol
- 2.7 GPAC meetings (12) materials and summary
- 2.8 TAC meetings (up to 15; 2-3 per TAC for up to 5 TACs) agenda and summary
- 2.9 Pop-up workshops/community events (3) materials and summary
- 2.10 Online surveys (3) to parallel the pop-up workshops
- 2.11 Engagement toolkits (3) to parallel the pop-up workshops
- 2.12 Community workshops and festivals (7) materials and summary
  - o Walking tour maps and questionnaire as a part of one of the alternatives workshops
- 2.13 Tactical urbanism demonstration project and summary; materials will be provided if within the budget
- 2.14 Staff meetings (2) agendas and summary

## **Task 3: Discovery**

During this task, the Consultant Team will prepare a series of stand-alone technical existing conditions reports that summarize the current conditions and future trends for topics critical to the GPU. The existing conditions analysis will include the technical reports and studies listed below. The reports will be "technical" documents written for individuals with an advanced knowledge of the topic rather than the average member of the public with little to no knowledge of the topic. Each report will be written by a different consultant and tone, voice and structure will vary between the technical reports. Please note that some of the baseline existing environmental conditions will also be prepared during this time, serving a dual function as the existing setting section of the EIR and the background report for the General Plan. Each report or deliverable will include an administrative draft and a final draft. Additional rounds of review will require a budget amendment.

### **Task 3.1: Review and Assess Existing Documents (R+A)**

Building off Task 1.2, the Consultant Team will review existing reports, studies, and work with staff to determine how the information should be incorporated into the General Plan. This will include the existing General Plan and zoning ordinance, regional planning documents, and other plans, studies, reports, and regulations that would provide additional information relative to the GPU effort. The deliverable for this task will be a matrix summarizing each document and how each should be incorporated into the General Plan.

### **Task 3.2: Land Use, Public Realm, + Urban Design Existing Conditions Report (R+A, P+W)**

R+A and Perkins+Will (P+W) will prepare a land use, public realm, and urban design existing conditions report that provides an overview of the existing and allowable land uses in the city and the city's major urban design and public space characteristics. Topics will include:

- Existing land use map and table, and changes since the adoption of the last General Plan (if available)
- General Plan designations and zoning districts
- Existing SCAG growth projections and opportunity sites/areas, including an analysis of whether the existing General Plan designations and zoning districts accommodate the amount of growth expected in the city
- Urban design character map and city structure (e.g., gateways, community focal points, activity centers, views, topography) with parallel community character photographic survey
- A typology of "place types" for the existing pattern of development and future land use (General Plan and/or zoning). To achieve this, R+A will tailor the place types embedded in UrbanFootprint to enable future modeling of development scenarios
- A detailed documentation of the public realm in the city including elements that both support and detract from the overall vision
- Neighborhood/sub-area maps and description of general character (building types, streetscape character) and potential level of change. Note that R+A will use the same sub-areas in the existing General Plan, unless other areas are identified in consultation with City staff
- A description of the housing conditions in the city including number and type of units, level of affordability and key housing initiatives
- A summary of the number, location, and condition of parks, open space preserves, recreation trails, and recreational facilities, including Ballona Creek
- The location of schools, public buildings, libraries and other public uses in the city

### **Task 3.3: Mobility + Transportation Existing Conditions Analysis (NN)**

Nelson\Nygaard (NN) will summarize and analyze existing transportation and mobility facilities in the city, including streets and roadways, public transit, bicycle facilities, pedestrian facilities, and rail. NN will evaluate existing conditions related to transit, bicycle, scooter, and pedestrian uses, and general complete streets principles as follows:

- **Existing Pedestrian, Bicycle, and Scooter Conditions.** NN will prepare a map showing existing Class I-IV bikeways and will qualitatively describe the pedestrian, bicycle, and scooter circulation conditions within the city limits, and on regional routes and key connections to adjacent communities. NN will describe journey to work pedestrian and bicycle and scooter mode share in Culver City and will provide an overview of Culver City's Walk N Rollers Safe Routes to School Program and existing complete streets policies. NN will refer to the Bicycle and Pedestrian Action Plan current being prepared by the City's Public Works Department to support this task.
- **Existing Transit Conditions.** NN will collect information on existing public and private transit options in the city (i.e., stop locations, frequency of service, etc.) and prepare a table summary of bus, shuttle, and train routes within the city and a citywide transit network map illustrating existing and proposed routes. NN will describe journey to work transit mode share and vehicle ownership in Culver City and will work with City staff to determine existing issues and constraints of existing transit routes.

- **Parking and Curbside Conditions.** NIN will review existing parking requirements and policies to identify the potential for reduced rates, improved management, and shared opportunities. As emerging mobility trends seem to be shifting emphasis away from off-street requirements and toward the need for better curbside management, the Consultant Team will assess how Culver City should reposition its goals related to parking and curb access.

#### **Task 3.4: Environmental Justice + Community Health Report (R+A)**

R+A will prepare an environmental justice and community health report. This work will be completed following communication with the Los Angeles County Public Health Department. Health topics that may be addressed (pending availability of information) will include life expectancy, physical activity levels, access to healthy foods, environmental pollution, respiratory health, heart disease, and other relevant data and indicators, as available. Where possible, the data will be compared to neighboring cities, the County, and/or the State.

Additionally, R+A will conduct an assessment to identify underserved and disadvantaged neighborhoods, as is required by SB 1000. The SB 1000 assessment will be based on policy guidance provided by the State Office of Planning and Research. R+A will collect and compare data from the Healthy Places Index, CalEnviroScreen, and the Regional Opportunity Index, among others. Using GIS and other qualitative information, this data will help identify underserved neighborhoods, (e.g. limited access to public facilities and parks) and understand exposure and vulnerability to safety risks and hazards, e.g. extreme heat, seismic risks, and flooding.

#### **Task 3.5: Market Study (HR&A)**

HR&A will prepare an assessment of demographic, socioeconomic, real estate, and fiscal trends to inform:

- City wide and sub-city growth projections and future development character put forth in the Land Use, Housing, and Circulation Elements, among other General Plan Elements;
- Location of future infrastructure investments and funding and partnership strategies to support implementation; and
- Identification of opportunities for future development, City spending, policies, and programs to promote inclusive growth.

The topics to be covered in the Market Study will include:

**Socioeconomic, Demographic and Real Estate Trends.** HR&A will assess demographic, socioeconomic, and real estate market trends in Culver City and the region within the context of broader fundamental changes impacting the local economy and land use such as the evolving nature of retail and how people shop, where and how people work, expanding preferences for various types of housing, and technological disruption in transportation and lodging. HR&A will prepare a profile of the city's residential population and employment base, and examine key real estate indicators such as rents, sale prices, vacancy and absorption rates for residential, retail, office, and hotel use in the Culver City market area and compare it to regional and/or national market dynamics as appropriate. HR&A will refer to the Economic Development Study currently being prepared by the City's Economic Development Division to support this task.

**Vulnerability Mapping for Displacement Risk.** HR&A will conduct sub-area analysis at the city level and identify areas or neighborhoods in terms of their risk of displacement if new

infrastructure or real estate investments injected. R+A will develop a displacement risk index for the city and its neighborhoods based on several variables including household incomes, race, ethnicity, household tenure, and education levels, among others.

**Growth and Long-Term Demand Estimates.** HR&A will then estimate potential demand for these land uses by examining household growth and turnover, resident and employee spending employment growth by sector, and visitation, using data from SCAG's regional projections, historic trends, and other proprietary data sources. HR&A will examine the competitive landscape in terms of planned and proposed residential, retail, office, and hotel projects in the area that might absorb future demand. HR&A will estimate the scale of supportable development citywide over the next 20 years, which will serve as the basis of the land use strategies and related General Plan policies.

**Fiscal Health Assessment.** HR&A will evaluate major sources and trends in the City's General Fund revenues and expenditures to determine the degree to which the City is adequately diversified in its fiscal resources and can hedge against fiscal risk over the coming decades. HR&A will assess the General Fund revenues, and expenditures of selected peer cities on a per equivalent dwelling unit basis to benchmark Culver City's relative performance and fiscal health.

### **Task 3.6: Arts, Culture, and Creative Economy Report (CPG, HR&A)**

CPG, with support from HR&A and R+A, will develop a comprehensive Arts, Culture, and the Creative Economy Report for Culver City. CPG will work with WESTAF and its Creative Vitality Suite to analyze and provide reporting on the creative sector of Culver City. In addition, CPG will draw on information collected during its stakeholder engagement to inform the description and analysis of the city's creative ecosystem. R+A will map private, non-profit, and City owned/operated cultural assets. HR&A will conduct a related review of comparison cities (described below) focusing on those with a productive relationship between major employers and their cities' overall arts and culture sector.

The report will include, but not be limited to the following:

- Historical context
- Demographics/population
- Culver City's creative economy profile
- Current cultural assets
- Cultural participation
- Funding
- Public art
- Marketing and branding

As part of this task, HR&A will review selected successful local and national examples of cities that have adopted approaches to fostering robust creative ecosystems that leverage and expand cultural resources. HR&A will particularly focus on cities that have been able to draw partnerships among private, public, and non-profit sector entities to establish and sustain broad based and accessible cultural programming. HR&A will summarize key lessons from this precedent study in a manner that informs strategies and initiatives for Culver City.

### **Task 3.7: Climate Change, Sustainability, + Resilience Report (R+A, SDE, ESA)**

R+A, with input from Sherwood Design Engineers (SDE) and ESA, will prepare a comprehensive report of climate change, sustainability, and resilience in Culver City. R+A will consolidate existing policies and strategies into a single document, organized by topic. This assessment will help Culver City develop a strong basis for understanding the existing policy framework for sustainability and climate action and will help identify new policies and actions to incorporate into the General Plan. Pertinent City documents for the policy review may include: 'Energy-Only' Greenhouse Gas (GHG) Inventory, General Plan, Green Business Program, Safe Routes to School program implementation, Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), and other climate action and sustainability-related policies and plans by the City.

Once consolidated into a matrix, the Consultant Team will review the policy framework, identify gaps, and recommend additional measures that the City can take to increase sustainability, reduce emissions, and adapt to climate change. The additional, proven strategies for will come from many sources, including the US Conference of Mayors Best Practices for Climate Protection, Carbon-Free City Handbook, California Air Pollution Control Officers Association, and R+A's experience developing sustainability and climate action plans for local governments.

In addition to City policies and programs, R+A will briefly summarize key State and regional regulations and programs that may impact Culver City. These may include Clean Power Alliance (CPA) participation, targets for GHG emissions from transportation (Sustainable Communities Strategies and SB 32), Net Zero Energy for new construction, CALGreen, and similar.

With regards to climate adaptation and SB 379, the climate change, sustainability, and resilience report will primarily rely on the MJHMP, supplementing that analysis with additional climate hazards - particularly extreme heat. R+A will overlay this spatial data with disadvantaged populations (identified during Task 3.4) to understand the location of those populations most exposed and vulnerable to extreme heat and other hazards. This additional layer of assessment will help Culver City layer additional goals, objectives, and actions in the General Plan to complement those in the MJHMP.

### **Task 3.8: Infrastructure Existing Conditions Report (SDE)**

SDE will assess the infrastructure conditions of the city using record data and reports. This work will include an evaluation of the water, sewer and storm water infrastructure at a city and regional scale. It will be important to perform a high-level supply and demand calculation of the city's water, including an evaluation of the potential supply and off-set using non-potable water. The consultant will use the information provided to them, which may include Water Management Plans, Urban Water Management Plans, various modeling reports, and Ordinances to inform the recommendations (per Task 6, Policy Frameworks). Meetings and thorough communication will be required with City staff.

### **Task 3.9: Environmental Background Report (ESA)**

The Environmental Background Report will examine existing natural and environmental resources and public facilities. The report will describe their value for conservation and protection, or any issues and development constraints. The environmental background report will inform goals and policies in the Safety, Conservation, and Open Space Elements as well as form the basis for the development of the existing conditions and programmatic analysis in the applicable sections of the Draft EIR (per Task 8 CEQA Compliance).

**Water resources and quality.** ESA will summarize the status of surface and groundwater resources within the city, including those associated with Ballona Creek. Any projected regional limitations to the groundwater supply will be identified. The regulatory setting and water quality of surface and groundwater resources in the planning area will be discussed. Typical pollutants in urban runoff will be qualitatively identified, and discussions of best management practices to reduce contamination will be included. Existing conservation and water quality control programs will be identified.

**Public facilities.** ESA will describe the public services/facilities provided to Culver City residents. Facilities leaders will be contacted to inventory existing and planned facilities and improvements, existing and projected demands and capacities, standards and funding sources to identify any deficiencies and to assess their ability to support existing resident needs as well as anticipated growth. Locations of these facilities will be depicted on base maps.

- **Police/Fire/Emergency Responders.** ESA will contact the Culver City police and fire department to identify current facilities, response times, performance goals, and planned facility improvements, training programs, and staffing increases.
- **Schools.** ESA will contact the Culver City Unified School District to identify current enrollment, student capacity, planned improvements, enrollment projections, funding mechanisms and other pertinent information.
- **General Government/Civic/Cultural Facilities.** ESA will compile information on general governmental services and civic facilities such as the libraries and city administrative buildings. The location, capacity, and any planned improvements will be identified. Information on cultural facilities such as the Veterans Memorial Complex will be compiled. Information will be obtained from appropriate facility staff.

**Noise.** Significant noise generators in the city include Interstate 405, arterial roadways, railroads, light rail, and industrial/warehouse land uses. Area roadways and non-residential uses within the city could also be secondary noise sources. The existence of existing industrial/warehouse or other non-residential operations within the city that may continue operation as other properties are developed will be considered in this section.

ESA will identify sources of noise in the city and prepare a summary of the federal, state, and local regulatory framework applicable to noise. A noise survey will be completed through long-term (24-hour) and short-term (15-minute) noise measurements at up to 30 locations (up to 6 long-term and up to 24 short-term or up to an equivalent combination thereof in consultation with the City). ESA will prepare existing noise contours along major highway, primary arterials and major streets, along existing rail lines, and along zoning designations separating noise-generating uses from residential or mixed-use zones. Existing noise contours will be developed based on existing ambient noise data and computer noise model. The traffic noise model will be based on computer noise prediction models that incorporate Federal Highway Administration Traffic Noise Model. Rail noise will be modeled based on the Federal Transit Administration Transit Noise and Vibration Impact Assessment (2006). Airport noise will be taken from existing published sources such as from the Federal Aviation Administration.

**Natural resource areas and biological resources.** ESA will collect and review available existing information on biological resources and/or jurisdictional features within or adjacent to the city's planning area; and search the National Wetlands Inventory data layers, U.S. Fish and



Wildlife Service (USFWS) database of threatened and endangered species, USFWS Designated Critical Habitat, California Natural Diversity Database, and the California Native Plant Society's Electronic Inventory of Rare and Endangered Plants of California within an about three-mile radius of the city. Additionally, California GAP Vegetation Analysis in conjunction with Google Earth aerial imagery will be assessed to broadly identify locations of potentially sensitive vegetation communities that may provide habitat for special-status plants and wildlife.

Recent literature available as reference documents include the 2016 Urban Biodiversity Assessment: Baldwin Hills Biota Update prepared by the University of Southern California for the Baldwin Hills Conservancy, Appendix D Biological Resources of the 2017 Ballona Wetlands Restoration Project EIS/EIR prepared by the California Department of Fish and Wildlife and the U.S. Army Corps of Engineers, and the 2015 Culver City Urban Forest Master Plan.

This research will be summarized in the Background Report and will be used: (1) to develop a list of threatened and endangered and special status species with potential to occur within the planning area, and (2) to locate and assess the quality and approximate quantity of sensitive habitats/vegetation communities within the planning area. ESA will also describe the regulatory setting and current policies and programs to conserve and protect biological resources, any Habitat Conservation or other regional plans applicable to the planning area, and the potential impact of existing and planned development patterns on biologic diversity and ecologic sustainability of plant and wildlife habitats. The effort will provide a constraints level analysis in describing biological resources and mapping habitat by aggregating this analysis of available resources. Limited field work will be conducted at Baldwin Hills and along Ballona Creek.

**Historic and Cultural Resources.** ESA will conduct appropriate record searches, a Sacred Lands File search, reviews of historic and geologic maps and a geoarchaeological review to address subsurface sensitivity. Data gathered for each resource type will be mapped to identify areas of relative sensitivity. Alongside review of background research and other materials retained in local historical archives, ESA will conduct a windshield survey of the city. Here, specific attention will be paid to areas of anticipated development, including Fox Hills, downtown, and Sepulveda/Jefferson corridor. This economical approach will offer insights into concentrations of previously-unidentified historic resources.

Following the research and analysis stages of the process, ESA will prepare a technical report detailing the results of the research and studies described above and providing pertinent information on the sensitivity for all such resource types across the General Plan area.

**Hazards.** Based on readily available information identified in the MJHMP, ESA will prepare hazard maps that identify earthquake faults, liquefaction, flooding, hazardous materials, fire hazard severity, and soil hazards. ESA will describe existing hazards and identify how climate change could affect and exacerbate existing natural hazards.

### **Task 3.10: Smart City Background Report (Urban Systems [US])**

US will prepare a report assessing the status of technology and data-related issues in Culver City and the potential for weaving key Smart City principles throughout the urban fabric as a means of improving and enhancing community quality of life. The report will analyze how the City can capitalize on innovative initiatives already underway and seamlessly integrate emerging technology, digital tools, and data to enable a connected citizen experience. Key

topics to review include analytics, automating processes, digital tools, workflow trackers, data management programming, and more.

#### **Task 3.11: Retrospective Evaluation of General Plan (R+A)**

R+A, working closely with City staff, will conduct a review of the existing General Plan goals, policies, and programs to identify the sections that may need to be updated, to be presented in an existing General Plan evaluation memo.

R+A will undertake an evaluation of which programs and strategies have been successful in the years since the plan was adopted, and which have not. This task will be undertaken in conjunction with City staff and will rely on staff's evaluation of the General Plan. R+A will provide an easy-to-use evaluation worksheet to allow staff to review and comment on the policies.

R+A will review and summarize the applicability of recent State regulations that impact the General Plan process, including SB 1000 (environmental justice), SB 379 (climate adaptation), SB 743 (VMT and LOS), and AB 1358 (Complete Streets), among others.

The result of this task will be a clear list of any sections (or goals and policies) of the General Plan that should remain unchanged, and any sections that should be modified or discarded during the GPU process. The methodology developed during this task will also lay the ground work for evaluation of the General Plan in the years following adoption.

#### **Task 3.12: Performance Metrics (R+A)**

R+A will work with staff to develop a series of draft indicators/metrics appropriate for evaluating intended plan outcomes and performing a quantitative assessment of implementation success. These will then be refined during final General Plan development. Indicators will be adapted from a combination of Consultant Team expertise and other relevant sources such as UrbanFootprint, STAR Communities, LEED-ND, among others. R+A will then use these indicators to inform the plan alternatives, set targets and track progress over time.

#### **Task 3.13: Funding Matrix (HR&A)**

HR&A will research major capital funding sources as well as potential funding sources to support program operations and delivery and outline qualifying criteria and implications for each source. These funding sources may include, but are not limited to:

- Tax increment financing tools, such as Enhanced Infrastructure Financing Districts and Community Revitalization and Investment Authorities;
- Philanthropic and social investment tools, such as social and environmental impact bonds (e.g. "pay for success") and various tax credits, as appropriate;
- Special assessment districts;
- Potential new or expanded local taxes and fees;
- State and Federal programs including allocation of new bond funding, Opportunity Zones, GHG reduction efforts (Cap and Trade) etc.
- Earned income sources, such as leveraging City real estate assets and parking revenues.

The funding matrix will help the City to organize its initiatives around appropriate and available funding sources and will ultimately provide a reference point for implementation of policies, programs, and projects identified throughout the process and beyond completion of the plan.



NN will provide HR&A with support in developing a funding matrix to identify financing sources for potential recommendations. Detailed criteria will be provided for each source, which can be used as a checklist to vet the plan, and recommended policies meet the requirements for funding. The Consultant Team ultimately wants their recommendations to reflect Culver City's fiscal and political environment to ensure that options are achievable. Identifying and understanding funding sources up front will help keep the GPU visionary yet achievable.

In preparation for the implementation of the General Plan, the Consultant Team, led by HR&A, will prepare a preliminary list of likely federal, State and regional grant funding sources that could be used to fund programs and actions identified during the process. For each funding program, the Consultant Team will identify the eligibility, funding requirements, timing and any specific criteria needed to apply for the grant. Identifying this information early in the process will ensure that criteria and data can be actively incorporated into the update process.

#### **Task 3.14: Community-Facing Fact Sheets (R+A)**

Using all the information from Task 3, R+A will prepare up to six (6) two-page topic- and/or area-specific fact sheets, using infographics, statistics, and diagrams. The purpose will be to support the engagement process and to illustrate the demographic and socio-economic conditions in the city. Potential topics include: a community snapshot; land use; parks and open spaces; health; transportation; and/or fact sheets for different sub-areas of the city (e.g., downtown, Sepulveda, etc.).

#### **Task 3.15: Greenhouse Gas Inventory (ESA)**

ESA will prepare a community-wide and municipal operations greenhouse gas (GHG) emissions inventory for all sectors. These sectors include energy, on-road transportation, off-road vehicles and equipment, solid waste, wastewater treatment, and refrigerants. For the energy sector, ESA will use the energy-only inventory being prepared separately by the City's Public Works Department.

ESA will develop the community-wide and municipal operations inventories for the same calendar year being used for the energy inventories (2017) using methods consistent with current best practices, including the U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (ICLEI 2012 Protocol), the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories, the Local Government Operations Protocol. Where appropriate, ESA will draw on methods from the California Air Resources Board, the South Coast Air Quality Management District, and other sources as applicable. ESA will compile inventory activity data in excel worksheets and enter these data into the web-based ClearPath tool from the Statewide Energy Efficiency Collaborative to calculate GHG emissions. This will ensure that the information is integrated with the city's energy emissions data, is easily accessible and easily revised, and that the GHG emissions results can be compared across inventory years (if future inventories are prepared by the City).

This task includes the following activities:

**Coordination and Meetings.** ESA will coordinate with City staff to identify key existing documents, data needs, and data collection and management to support subsequent tasks. ESA will also provide an in-person presentation of the final GHG Inventory Report to the City Council and participate in ongoing phone meetings with City staff throughout the project.

**Determine Inventory Methods.** ESA will prepare a Data and Methods Memorandum to present the data sources and calculation methods that we recommend for developing the community-wide and municipal non-energy inventories. ESA anticipates preparing the inventories for the same year being used for the energy-related GHG inventories (2017), using the most recent data available, including VMT data provided by the City's traffic consultant, Fehr and Peers (F&P). ESA will consult with the City to determine the most appropriate and optimal year based on all factors to be considered.

**Data Collection and Analysis.** ESA anticipates including the following non-energy-related sources in the inventories. For those sectors marked with an asterisk (\*), the accuracy and completeness of emissions estimates will depend on data availability:

Community Sector	Municipal Sector
On-road transportation	Vehicle Fleet: on-road vehicles
Commuter and freight rail *	Employee commute
Off-road vehicles and equipment	Vehicle Fleet: off-road vehicles and equipment
Solid waste	Solid waste
Wastewater (fugitive emissions)	Wastewater (fugitive emissions)
Refrigerants (HFCs) *	Refrigerants (HFCs) *

**GHG Emissions Quantification and Report.** After the data collection process is complete, ESA will prepare community and municipal GHG inventories for the year 2017. ESA will endeavor to ensure that all significant and appropriate sources of emissions are included; the boundaries, assumptions and methods used to quantify GHG emissions are sufficient for future climate action planning; and the methods are clear, easily replicable, and allow for future benchmarking to California state-wide emissions and to other counties in the region and across the state.

The inventory development process will enable the City to rank emissions sources according to their contribution and to identify their relative significance in an overall emissions reduction strategy (if this is of future interest to the City), both for municipal operations and within the community.

ESA will use ClearPath to quantify emissions and present the community and municipal GHG inventories. Results will be summarized in a brief report that includes assumptions, inventory methods, data sources, and emission trends. The results will be presented so that the City can compare emissions by sector across inventory years and provide a solid foundation for future GHG reduction planning.

ESA will compile results and methodologies into a draft GHG Emissions Inventory Report inclusive of the community and municipal inventories, inclusive of the energy-related emissions inventories. Following review by the City, ESA will complete a final GHG Inventory Report.

### **Task 3.16: Housing Element Technical Report (VTA)**

VTA will complete a Housing Element Technical Report. The report will include the following:

**Evaluation of Current Housing Element.** The Housing Element must include an evaluation of the effectiveness and appropriateness of the housing programs contained in the City's current adopted Housing Element. VTA will complete a review that takes into consideration the market conditions and funding environment.

**Housing Needs.** VTA will prepare a complete housing assessment and needs analysis consistent with State Housing Element law and California Department of Housing and Community Development (HCD's) Completeness Review Checklist, using 2010 Census, the most current five-year American Community Surveys, Department of Finance estimates, and other current data as available.

Housing affordability is a key local concern given the escalated housing prices in the community and region. The discussion on housing affordability will expand from the typical Housing Element focus on lower and moderate-income households to include those earning middle incomes and not qualify for public assistance.

The needs assessment will also address the housing needs of special groups in the City. Besides the typical groups identified in State law (namely the elderly, disabled, homeless, farmworkers, female-headed households, and large households), this Housing Element update may consider including discussions on other groups specific to Culver City, such as college students, artists, and workers from the tech and film production industries.

**Housing Constraints.** In this section, VTA will address potential governmental and non-governmental constraints to housing production, preservation, and improvement, including environmental and infrastructural constraints. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints.

Considering the recent changes to State housing laws (including the 2017 Housing Package and the Accessory Dwelling Unit regulations), VTA will review and update the Constraints section comprehensively to identify new impediments to housing production and preservation, and zoning/regulation changes necessary to comply with State law and/or to implement the new General Plan.

**Housing Issues Summary.** VTA will prepare a summary of issues to highlight some of the key housing and demographic changes in Culver City, and emerging housing market and development trends. This issues summary will touch on concerns such as neighborhood compatibility, mismatches between housing types and needs/affordability, and equity issues such as displacement and gentrification, relationship between housing and parks as it relates to homelessness, and potential displacement due to parks investments. VTA will coordinate with the Consultant Team to address equity issues as they relate to housing resources and opportunities.

### **Task 3 Deliverables**

- 3.1 Document review matrix
- 3.2 Land Use, Public Realm, and Urban Design Existing Conditions Report
- 3.3 Mobility and Transportation Existing Conditions Analysis
- 3.4 Environmental Justice and Community Health Report
- 3.5 Market Study Report
- 3.6 Arts, Culture, and Creative Economy Report
- 3.7 Climate Change, Sustainability, and Resilience Report
- 3.8 Infrastructure Existing Conditions Report
- 3.9 Environmental Background Report
- 3.10 Smart City Background Report
- 3.11 Existing General Plan Evaluation Memo
- 3.12 Performance Metrics Matrix

- 3.13 Funding Matrix
- 3.14 Fact Sheets (up to 6)
- 3.15 GHG Inventory
  - Inventory Data and Methods Memo, including socioeconomic and land use assumptions (draft and final versions)
  - Municipal Data Collection Templates
  - Community and Municipal GHG Inventory for 2017, compiled in MS-Excel workbooks and in ClearPath
  - Community and Municipal GHG Inventory Report (draft and final versions)
  - ESA in-person presentation of the GHG Inventory Report to City Council
- 3.16 Housing Technical Report

## **Task 4: Citywide Visioning**

After the Discovery phase, the Consultant Team will initiate the citywide visioning phase. This phase will involve a significant community engagement effort using the methods described in Task 2. The purpose of this phase will be to explore the pros and cons of different patterns and amounts of growth, to hone in on an overall city vision and to develop guiding principles. In addition, the Consultant Team will identify the key General Plan strategies to implement the vision (e.g., revitalize the Sepulveda/Jefferson corridor or transform Ballona Creek) and identify numeric targets to guide the development of more specific General Plan policies and programs.

### **Task 4.1: Citywide Scenarios**

At a citywide scale, the Consultant Team will identify various scenarios expressing alternative futures, with differing focused locations for change, varying densities, and different amounts of development. For example, we can explore buildout under the existing General Plan and zoning compared to scenarios that increase the height limit in key commercial or mixed-use areas, increase development in certain residential neighborhoods, and/or focus growth on the Downtown over other areas. R+A will use UrbanFootprint to examine impacts of growth under different scenarios to achieve citywide targets and outcomes.

UrbanFootprint can provide detailed information on housing units, jobs, percentage of residents and employees within walking distance of high-quality transit, GHG emissions per capita and mode split. These scenarios can help the public understand how various development decisions can help or hinder criteria that impacts the quality of life in the city.

### **Task 4.2: Vision + Guiding Principles**

Developing the vision and guiding principles will be a critical stage of the entire GPU and will involve significant public engagement. Through workshops, small group discussions led by General Plan ambassadors, and pop-up workshops (see Task 2), the Consultant Team will explore how individuals envision the future of their City and the most important values of community and identity. This information will be summarized in a new or updated vision statement and a list of “guiding principles” or “community values.” The guiding principles can be used to evaluate General Plan alternatives developed later in the process. The vision and guiding principles will be presented to the GPAC and City Council to approve the direction prior to moving forward into more detailed analysis and policy development.

### **Task 4.3: Vision Diagram + Key Strategies**

Building off the community engagement process and the vision and guiding principles, the Consultant Team will summarize the overall major components (or “big ideas”) that the General Plan will put forward. This could include areas of the city to focus new development (such as Sepulveda Gateway), natural areas that could be enhanced (such as Blair Hills), major transportation improvements, or new policy directions such as addressing health or economic disparities or improving housing affordability. A look at sustainable infrastructure to solve issues around aging infrastructure to handle growth and land use change will be provided. This will also include an assessment of key areas that may be prioritized in terms for capital improvements through the opportunities around sustainable systems. The major physical strategies will be diagrammed so they can be easily communicated.

### **Task 4.4: Citywide Targets + Outcomes**

The Consultant Team will identify numeric targets and high-level outcomes to be achieved within the time frame of the updated plan. The targets will be used to develop policies and programs in the plan and to track progress of the plan over time. Example targets that we have used in other communities are sustainability goals such as carbon, waste, energy, water neutrality by a certain date; trip caps for all or part of the city; Vision Zero; or numeric parks targets such as all residents live within a quarter mile walk of a park.

### **Task 4 Deliverables**

- 4.1 Citywide scenarios (PPT with maps and summary results; draft and final)
- 4.2 Vision and guiding principles (draft and final)
- 4.3 Vision diagram and key strategies (draft and final)
- 4.4 Citywide targets and outcomes matrix (draft and final)

## **Task 5: Land Use, Urban Design, + Transportation Alternatives**

### **Task 5.1: Neighborhoods, Districts, + Corridors**

The Consultant Team will comprehensively study Culver City’s urban form, understanding that the city is an intricate fabric made up of distinct neighborhoods, corridors, and districts. The Consultant Team will apply advanced data-gathering and analysis methods to verify, and where appropriate, recommend adjustments to the neighborhood boundaries presented in the existing Land Use Element (Figure LU-8). Beyond residential areas, the Consultant Team will further deconstruct and divide the city as appropriate into districts (which are typically employment or activity-based, such as where the studios are clustered), and corridors (which are usually linear commercial strips such as Washington Blvd or Sepulveda Blvd). This task will prepare the Consultant Team for the following exercise regarding change and stability, and the product will be a series of maps.

P+W will use data mapping, analysis of publicly available data, including social media, and field surveys to document the urban morphology of Culver City. The Consultant Team’s goal will be to gain an understanding of the physical and programmatic forces that shape the experience and identity of neighborhoods, districts, and corridors. The study may include:

1. Scale assessment: building height, building footprints, lot size, lot frontage, street width, and prevalence of certain building features;

2. Program mapping: land use mapping with a special focus on destination-making clustering effects, e.g., concentration of design, art, and dining around Helms Bakery District;
3. Transportation mapping: street network, bike infrastructure, pedestrian infrastructure, etc.

#### **Task 5.2: Areas of Change + Stability**

Building upon the analysis and mapping processes in Tasks 3.2 and 5.1, the Consultant Team will identify areas of change and areas of stability at the neighborhood, corridor, and district level. The Consultant Team use data analysis to document areas of development activity. The Consultant Team will look to City staff for their instinctive knowledge about development interest and ongoing planning activities in areas throughout the city. Based on this information, the Consultant Team will prepare a map that identifies areas in the city where no land use designation change, and little or no physical change are anticipated (areas of stability, maintenance, and/or enhancement), areas where incremental change is anticipated (areas of change or evolution), and areas in which transformational change is envisioned (areas of transformation).

Two areas will be of interest: 1) those that are transforming most rapidly, and 2) those that are showing little development interest even though their transformation would significantly enhance the city. These maps and analyses will be used to identify where, if any, land use designation changes are required to accommodate new development or a new community vision.

#### **Task 5.3: Team Working Meeting**

After the initial research and identification of areas of change, key members of the Consultant Team will hold a multi-day (three or four days) working meeting in Culver City with key members of the Consultant Team to develop land use + transportation alternatives, meet with stakeholders, work with City staff to develop and resolve policy alternatives, and collaboratively develop conceptual ideas and a public realm framework. This workshop will also allow us to present the Consultant Team's mapping and data findings to City staff. This is an opportunity to discuss and even challenge R+A's findings. Note that not all Consultant Team members will be at working meeting for the entire time. Additionally, the working meeting may coincide community engagement activities.

#### **Task 5.4: Alternatives for Areas of Change**

For each of the identified change areas, the Consultant Team will prepare up to three (3) land use and urban design alternatives that vary in terms of land use, density or intensity, public space emphasis, and mobility and parking. Each proposed alternative will be illustrated through a series of graphics and diagrams that present:

- **Land Use and Development.** Each alternative will propose a different mixture of uses, allowable maximum heights and densities, and total amount of new growth.
- **Building Design/Character.** The Consultant Team will prepare an alternatives map with precedent photos of representative buildings, place types, and architectural character to match the proposed urban design.

- **Circulation.** NIN will identify future roadway, transit, and active transportation networks required for the anticipated levels of change or growth based in part off guidance from both City staff and the public input process.
- **Open Space/Public Realm.** R+A will identify proposed future parks and open space networks and alternative approaches to expanding parks and open spaces. As needed, P+W will include illustrations or renderings of the proposed public realm.

#### **Task 5.5: Alternatives Analysis**

The Consultant Team will prepare a “matrix-level” analysis of the alternatives in a PPT presentation, which may include details such as the number of jobs, housing units, economic benefit, transportation impact, and others (as needed). This analysis will help determine the overall capacity of the transportation system and the relative ability of each alternative to satisfy the City’s mobility goals. The Consultant Team will perform four separate analyses for each alternative:

1. **Land Use Impacts.** For each area-specific alternative, R+A will use UrbanFootprint to model the land use, transportation, health, and environmental impacts. The analysis will result in metrics that compare the alternatives in terms of transportation, health, environmental, and economic outcomes. Note that only analyses readily available in UrbanFootprint will be used.
2. **EIR Impacts.** ESA and F&P will meet with City staff to discuss CEQA strategy regarding the three (3) areas of change and area alternatives. ESA, working with other team members, will identify aspects of the alternative development that could result in findings of significant effect and suggest adjustments that would serve to minimize such effects.
3. **Fiscal Impacts.** HR&A will support the Consultant Team in its evaluation of proposed General Plan land use, urban design, and transportation scenarios by providing a high-level qualitative assessment of their relative fiscal implications and market-responsiveness. This assessment will demonstrate the fiscal tradeoffs and relative market strength among alternatives and will provide commentary on each alternative’s risk factors and opportunities.
4. **Mobility Analysis.** NIN will develop a matrix-level assessment of mobility performance for each alternative regarding their alignment with the City’s mobility goals. The assessments will be qualitative based on national and statewide data and best practices regarding the typical outcomes for various approaches. This high-level assessment will help to frame the trajectory of transportation investments as input to more programmatic capital budgeting going forward.

These alternatives and their costs and benefits will be presented at community meetings, pop-up workshops, and through online engagement. The preferred direction for each area will then be presented to the City Council and Planning Commission at a study session.

#### **Task 5.6: Select Preferred Direction**

Through an extensive public process that will include input from public workshops, City staff, and the Planning Commission and City Council, the alternatives will be vetted, discussed, and evaluated. The Consultant Team will learn from community members and stakeholders and



welcomes their input in a variety of meaningful ways. While we may not always be able to do everything the community asks, we can incorporate feedback into the alternatives and arrive at a preferred plan with significant buy-in.

At the end of this process, the preferred direction for each of up to three change areas will have been selected and refined. This finalized approach will present a clear picture of land use, open space, development intensity, circulation, and an economic framework for the continued evolution of each change area. It is assumed that the final direction for each area will represent a combination of elements from project alternatives. It is anticipated that elements of the transportation plan will include enhancements to the connectivity, functionality, and safety of all transportation modes through smart transportation management and a complete streets approach. The preferred alternative will be reviewed and approved by City staff, the Planning Commission and/or City Council.

#### **Task 5.7: Analysis of Preferred Direction**

Following the selection of the preferred alternative for each change area, the Consultant Team will review the selected approach for effectiveness and market feasibility. This step will ensure that plan recommendations lead to the desired results. R+A will re-run prior analyses from Task 5.6, assuming proposed recommendations and policies are in place, including a multi-modal transportation analysis by NIN and land use, GHG, environmental and health analysis using UrbanFootprint.

#### **Task 5.8: Growth Projections**

The Consultant Team will build on the existing conditions analysis and the previous work completed in Task 5 to develop detailed growth projections with parcel and/or TAZ level allocation by land use type. These scenarios will incorporate both regional economic trends ("top down") as well as existing land use ("bottom up") considerations. These growth scenarios will be designed to inform policy considerations and environmental review later in the process. The final deliverable will be a memo describing R+A's approach to the projections and summarizing the overall growth assumptions.

#### **Task 5 Deliverables**

- 5.1 Map of neighborhoods, districts, and corridors (draft and final)
- 5.2 Map of areas of change and stability (draft and final)
- 5.3 Team working meeting materials, including PPTs and agendas as needed
- 5.4 Land use/design alternatives for three (3) areas of change
- 5.5 Alternatives analysis summary in PPT
- 5.6 Preferred direction memo for change areas identifying implementation strategies
- 5.7 Final growth projections memo

#### **Task 6: Citywide Policy Frameworks + Technical Analysis**

Each Consultant Team member will prepare a memorandum outlining the proposed changes to the goals and policies for each Element of the General Plan listed below. This framework memo will list the goals, policies, and implementation actions that should be incorporated into the General Plan, those that should be deleted and changes to existing goals, policies and implementation actions. If needed, members of the Consultant Team will prepare policy alternatives for major policy issues facing the City. In this task, the Consultant Team will work with City staff, City Council, GPAC, TAC(s), other boards and commissions as needed, and the community to resolve key issues identified during Tasks 2-4 and any topics that are required



under State law. The policy topics described below will closely mirror the plan elements to be completed under Task 7.

#### **Task 6.1: Land Use (R+A)**

R+A will develop a policy framework for land use based on the preferred alternative selected during the process, including:

- Modifying land use designations and the land use map to reflect new market conditions, changes in land use and zoning, and potential for new growth in certain areas of change.
- Developing a vision, intent, policies and implementation actions for each sub-area of the city; e.g., specific neighborhoods, districts and corridors
- Incorporating policies from applicable policy documents where necessary; e.g., Draft Inglewood Oil Field Specific Plan, comprehensive plans, strategic plans, designs for development, among others
- Developing policies for preservation and enhancement of existing single-family neighborhoods
- Creating policies to stimulate and encourage the provision of “missing middle” housing types
- Addressing other land use topics that are identified during the process

#### **Task 6.2: Public Realm + Urban Design (P+W)**

Leveraging their design expertise, P+W will lead the development of policies and goals, with supporting photographic images, around elevating the public realm in Culver City, including:

- **Public spaces.** Creating high-quality public spaces through arrangement of streetscapes, materials, landscape, and buildings with a focus on identity, accessibility, human comfort, connectivity, and safety
- **Landscape and open space.** Existing and new open space opportunities, urban street tree canopy consistent with the City’s Urban Forestry Management Plan, and Ballona Creek
- **Urban design.** Context-appropriate buildings, opportunities for unique and context-shaping architecture, treatment of ground floors, entrances, and interfaces with the public realm

#### **Task 6.3: Mobility (NIN)**

Based on idea-generation from community conversations and exploration of existing conditions, NIN will develop a citywide mobility policy framework that focuses on policy opportunities for Culver City to dramatically innovate and improve the transportation system in upcoming years, including:

- **Vision Zero.** As the City explores Vision Zero goals to reduce the number of people killed or seriously injured in traffic collisions, NIN will leverage their national experience framing street safety policies, guiding the appropriate data and policy approach that delivers the most impact within Culver City. NIN will refer to the Bicycle and Pedestrian Action Plan current being prepared by the City’s Public Works Department to support this task.

- **Rethink Transportation Performance Metrics.** Culver City's tools for measuring the success of its transportation system should follow from the larger goals of the City, established in this GPU. While it is important to measure congestion, LOS is not always the best metric, since it focuses on individual intersections rather than corridors. Culver City must measure the success of all modes of transportation, not just the car. N/N will work with F&P as they identify near and long-term strategies to update the City's CEQA analysis to include VMT-based impact criteria and provide guidance for officially transitioning from LOS to VMT based CEQA evaluation to support the City's compliance with long-term SB 743 implementation requirements. This will involve representatives of N/N participating in key meetings F&P has with Culver City staff to develop the VMT guidance, in order that general plan goals and approaches can be incorporated consistently.
- **Emerging Mobility.** Not since the mid-20<sup>th</sup> century have new tools, information and mobility options so profoundly changed the way we evaluate, plan, and build transportation infrastructure. The GPU cannot anticipate every technology change coming up, but rather should ensure it positions Culver City to critically examine its role as mobility enabler, and leverage as much positive gain as possible from these shifts.
- **Transportation Demand Management (TDM).** What is the next generation of demand management tools and how might Culver City leverage them citywide? How can innovative TDM and first/last mile policies and projects support the city's emerging status as a transit-oriented community? The city's burgeoning employer market and demand for new residential development also create major potential for TDM measures to help shape the next chapter of the built environment as multimodal. Lastly, as the future of parking demand becomes shakier, what is the appetite for acknowledging the reduced need for parking in the future, and the opportunity to plan for that future today?
- **Transportation Equity.** To make equity more than a slogan, it first must be defined. Transportation equity should include a focus on: running an inclusive process, remembering our history, focusing on outcomes, measuring success and failure, addressing displacement, and tracking financial investment to see if the community's values are being carried forward into action.

The appropriate N/N leader, leveraging their multimodal expertise across the firm, will explore each policy area outlined above. Some may lead to alternative creation and analysis. Each topic will cross-pollinate within the mobility policies and among broader General Plan thinking. N/N sees this step as the essential opportunity to raise the big picture policy ideas Culver City should consider and further develop their direction.

#### **Task 6.4: Economic Development (HR&A)**

Based on the analysis of existing conditions and City and stakeholder input received in Task 3.4, HR&A will articulate a draft vision for the future of the City's economic development agenda expressed in the form of targeted goals, policies, and actions tethered with broad responsibilities and performance metrics. HR&A will evaluate tools and strategies that will optimize economic development opportunities in the city and draft recommendations to focus on topics such as the creative economy, business development and retention, partnerships with non-profit organizations and other institutions, and incentives for targeted business investments. The recommendations may also identify key land use development opportunities,

strategies to promote equitable development and opportunity, multi modal connectivity improvements, and public realm improvements.

#### **Task 6.5: Cultural (CPG, HR&A)**

CPG, with support from HR&A, will develop a policy framework for the City's arts, culture and creative sector based on the community's vision, distinct characteristics, and strategic opportunities arising from the general plan process. The intention is to assist the City to leverage strategic opportunities and identify investment priorities in the city's cultural and creative ecosystem, based on the potential for meaningful community impacts. The policy framework will encompass a clear set of goals, objectives, and implementation actions. CPG will also identify programming and/or cultural marketing strategies and partnership recommendations. In addition, CPG will identify potential ways in which arts, culture and creative economy can contribute to or integrate with other elements of the general plan and assist in developing policies for those elements.

These policies may include, but would not be limited to:

- Sustaining the cultural ecology through public and private partnerships and resources
- Development of cultural infrastructure (performance and exhibition venues, live-work, maker spaces, etc.)
- Support and development of the creative economy (creative workforce development, creative business retention and attraction, etc.)
- Public art and creative place-making
- Arts and cultural education
- Funding
- Cultural marketing and branding

HR&A will provide input to the draft and final Cultural Element prepared by CPG. HR&A's input will particularly focus on goals and policies to grow the City's Cultural assets that also enhance economic development.

#### **Task 6.6: EJ, Health, Wellness, + Equity (R+A)**

SB 1000 requires that General Plans include an examination of disadvantaged communities and policies related to critical health topics in the community. The relevant goals and policies for these topics will include: air and water pollution, pollution from proximity to industrial uses, access to healthy foods, community gardens, physical activity, access to health care facilities, transportation safety, and health equity, among others.

#### **Task 6.7: Sustainability and Climate Change (R+A)**

R+A will develop a policy framework for sustainability and climate change. The framework will build upon the City's commitment to sustainability leadership, from its early adoption of the Solar Photovoltaic Systems Ordinance to its 2017 membership in CPA. The policy framework will build on these existing implementation actions and programs adding new activities and best practices, including:

- GHG emissions reduction targets and measures
- Climate resiliency, referencing the MJHMP and creating complementary policies targeted at populations most susceptible to climate change impacts
- Energy efficiency and conservation

- Water supply and conservation
- Waste management and recycling
- Urban forest
- Green building
- Green business
- Storm water reduction, green streets, and low impact development
- Other innovative topics identified during the process

This policy framework will also cross reference sustainability measures in other elements of the General Plan, including complete streets and active transportation, bike share, transit-oriented design, and public health and equity.

#### **Task 6.8 Infrastructure and Public Facilities and Services (SDE and R+A)**

SDE will analyze scenarios around infrastructure planning and land use concepts. The following are areas of focus, specifically around conservation, innovative and sustainable infrastructure solutions:

- Water and sewer scenario modeling results
- Sewer availability - decentralized/centralized strategy for scenarios in General Plan
- Water supply and demand scenarios (water balance) in support of scenarios in General Plan
- Provide water supply strategies that enhance conservation on a regional scale and possibly accommodate alternative growth scenarios
- Develop text, maps, and exhibits in support of General Plan

#### **Task 6.9: Parks + Recreation (R+A, ESA)**

R+A and ESA will develop policies related to parks and recreation facilities, including:

- Improvements to existing parks and open spaces
- Identification of new facility needs
- Funding for new parks and open spaces
- Policies to address the conversion of Ballona creek to a beautiful recreation corridor
- Improving safe access to parks for residents
- Park equity, to ensure that all residents have equal access to park
- Provision of recreational programs for residents of all ages, especially youth and seniors
- ESA will provide support in identifying opportunities and constraints associated with the transformation envisioned by the City for Ballona Creek by involving staff with professional backgrounds in trail and park designs, flood management and hydrology, biology, and historic and cultural resources.

#### **Task 6.10: Conservation + Open Space (ESA)**

As Culver City continues to grow, the City will need to take proactive measures to protect and enhance their natural, historic and cultural resources. ESA will identify and evaluate strategies to:

- Protect sensitive cultural and historic resources
- Address and identify approaches to enhance valued open space areas including Baldwin Hills and Ballona Creek

- Protect mineral resources (Inglewood Oil Field) and biological communities. Regulations included in the Draft Inglewood Oil Field Specific Plan will be incorporated as applicable.
- Identify and define strategies to improve water quality and storm water management
- Address air quality policies and programs in consideration of climate change and the relationship to land use, transportation, health and safety

#### **Task 6.11: Noise (ESA)**

To ensure that the GPU limits the exposure of the community to excessive noise levels in noise-sensitive areas and at noise-sensitive times of day, noise sources and projected noise based on future conditions will be documented and mapped. These existing and future noise contour maps will be used to evaluate land use compatibility for transportation based on traffic data from F&P provided in a format identified by ESA and from stationary noise sources and will identify areas subject to significant noise in the future. Methods to attenuate noise to reduce potential noise exposure will be identified.

#### **Task 6.12: Safety (ESA)**

Health and safety issues are relatively common to metropolitan areas and include natural hazards, such as geologic and seismic hazards, fire hazards, flood hazards, as well as activities that involve storage, use, or generation of hazardous materials and hazardous wastes, including:

- Overlaying the hazards map developed as part of the Environmental Background Report with existing land uses to understand existing conditions, and the land use designations per the preferred plan to understand potential future land use conflicts. This exercise will identify potential increases in populations exposed to natural hazards, with attention paid to vulnerable population groups. Unique considerations regarding climate change's potential to affect and potentially exacerbate the impacts associated with these hazards will also be considered. Preliminary policy solutions will be identified to address potential conflicts with hazards and to ensure community resiliency in the face of climate change impacts.
- ESA will confirm compliance with SB 379 which requires safety elements to address climate adaptation and resiliency strategies applicable to the city will be achieved by including a reference in the updated Safety Element to, or an attachment of, the MJHMP.
- The MJHMP will be incorporated into the updated Safety Element to fulfill the requirements of SB 1241 which stipulates that the element addresses the risk of fire for lands classified as very high fire hazard severity zones. The preferred plan land use map and anticipated changes to the housing element will also be evaluated to ensure consistency with SB 1241.

#### **Task 6.13: Housing Constraints and Opportunities (VTA)**

VTA will complete a Housing Constraints and Opportunities analysis. The report will include the following:

**Residential Development Opportunities.** The Housing Element must identify adequate sites with appropriate densities and development standards to accommodate its Regional Housing Needs Allocation (RHNA). Conducting the sites inventory analysis as part of the

comprehensive General Plan update provides the City an opportunity to review its existing land use patterns, future land use policies, and conditions and incentives that would foster development. To compile the residential sites inventory for sixth cycle RHNA, VTA will:

- Review and assess available sites in the current Housing Element, taking into consideration the new changes to State law (AB 1397 and SB 166) that place stringent standards on the reusing of these sites.
- Work closely with the Land Use Element update to identify opportunity areas for residential development to offer a range of housing types.
- Prioritize areas that are ripe for near-term potential and identify appropriate incentives to facilitate development.

VTA will participate in the Land Use alternatives development to ensure adequate sites and densities are provided for the City's upcoming sixth cycle RHNA, as well as future RHNA cycles covered under the new General Plan.

**Funding Opportunities.** VTA will examine and incorporate affordable housing funding sources, such as funding that will become available under SB 2 (Building Jobs and Homes Act) and SB 3 (Veterans and Affordable Housing Bond Act), and funding under the existing SB 375 Affordable Housing and Sustainable Communities Act. Other funding mechanisms such as in-lieu fee or linkage fee may also be discussed.

**Partnership Opportunities.** Partnership with affordable housing developers provides another mechanism for leveraging. Through the General Plan public outreach program, the City will outreach to private and affordable housing developers for partnership opportunities.

#### **Task 6.14: Housing Implementation Plan (VTA)**

The centerpiece of the Housing Element is the Housing Plan, which implements the housing goals and policies. The Housing Element Implementation Plan differs from that for the rest of the General Plan in that the Housing Plan must identify specific actions and objectives for near term (an eight-year planning period), whereas the General Plan has a planning horizon of 20 years.

VTA will update the Housing Implementation Plan to incorporate recommendations generated from the General Plan Update process and reflect changes that respond to findings of the Technical Report (Task 1) and Resources and Opportunities (Task 2). As part of the comprehensive update to the General Plan, this Housing Plan will include a new set of goals and policies and address a range of issues, including:

- Planning and zoning strategies for expanding affordable housing opportunities in the community, while addressing equity issues from the perspective of geographic distribution and social integration.
- A range of housing options for an increasingly diverse population.
- Funding strategies to provide financing for affordable housing.
- Policies and strategies that foster building and preserving neighborhoods.

For each program included in the Housing Element, VTA will establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c).

#### **Task 6.15: Smart City (Urban Systems [US])**

With the recognition that technology and data will play an increasingly vital role in the administration and planning of cities, US will develop specialized policies and goals to ensure Culver City is prepared for emerging "Smart City" trends such as municipal Wi-Fi, signal control and synchronization, data connectivity, safety of citizens, reducing energy consumption, information displays, mobile apps for parking management, etc.

#### **Task 6 Deliverables**

- Draft and final policy frameworks for each of the above topics

### **Task 7: General Plan Development**

#### **Task 7.1: Plan Outline**

R+A will work with the City to prepare a detailed outline of the General Plan, including topics and sub-topics to be addressed. The General Plan will be organized clearly and easy for the public to understand and in a way that is logical for City staff to use daily.

#### **Task 7.2: Plan Format + Design**

R+A will prepare an updated layout and design for the General Plan document in InDesign. R+A will develop sample page layouts for City staff to review. Based on the comments, R+A will revise the design for the General Plan.

#### **Task 7.3: Admin Draft General Plan**

The Consultant Team will prepare an Administrative Review Draft General Plan based on the established Community Vision and Guiding Principles. For the GPU, the Consultant Team will address all the requirements of State law, such as complete streets, climate change, and environmental justice, using the 2017 OPR General Plan Guidelines. In addition, for efficiency, we would expect that City staff will be actively engaged in evaluating the existing General Plan and identifying which policies are still valid and which should be deleted or modified.

With the Admin Draft General Plan, R+A will prepare a policy consistency analysis of the General Plan. This analysis will: 1) identify how the Culver City General Plan meets the State requirements for General Plans and 2) map the relationships between key General Plan topics and their integration into each element. This analysis will be presented as a matrix or spreadsheet for staff review.

The following highlights the major topics expected to be addressed in the General Plan. As discussed above, the structure of the General Plan will be determined during the project.

#### *Executive Summary*

R+A will prepare a brief executive summary of the General Plan that highlights the overall vision, direction and major strategies and policies of the plan. This document will be the first stop for residents to understand the future of Culver City and will also be designed as a marketing piece to communicate to outside parties.

### *Introduction and Overview*

R+A will update this chapter with new data and information.

### *Vision and Guiding Principles*

This will be a new chapter in the General Plan or integrated into the Introduction. It will include an updated vision statement, guiding principles and a map and description of the major strategies of the General Plan (see Task 4.3). This chapter will serve as the “executive summary” of the plan.

### *Engagement Summary / Setting the Stage*

The purpose of this chapter is to provide a comprehensive summary of the steps taken during the update process, including a review of all workshops and public outreach, stakeholder interviews, focus groups, and advisory committee meetings. This chapter is important to identify and recognize the community’s contribution to this document.

## **General Plan Topics:**

### *Governance*

This chapter will address broad governance topics including community engagement, the city’s role in the region and participation in regional planning activities, technology, and transparency.

### *Land Use and Design*

The purpose of this element is to ensure an appropriate mix of housing, employment, retail/services, recreation, culture/arts, education and entertainment for the city’s residents and businesses, and to ensure that new growth is responsible and benefits the community now and into the future.

- **Citywide Land Use.** This section provides overarching citywide goals and policies related to land use, building character, revitalization of existing uses, attraction of new and beneficial uses, location and identity of visitor-serving uses, and more. These policies apply universally across Culver City.
- **Neighborhood-Specific Land Use.** R+A will develop the foundation of the area-specific land use sections. R+A will create a 2- or 4-page spread for each neighborhood, with a map indicating future land use and related strategies, and then craft policies targeted at enhancing and improving the area to match with the vision expressed by the community and stakeholders.
- **Urban Design and Public Realm.** This topic is of interest to the Culver City community, and thus R+A will craft diagrams, policies, and implementation actions that serve to maximize the quality and quantity of public spaces in the city.

### *Health and Environmental Justice*

R+A will prepare policies related to health and environmental justice that meets the intent of SB 1000, plus other topics that are important to the community. Key topics will include air and water pollution, pollution from proximity to industrial uses, access to healthy foods, community gardens, physical activity, access to health care facilities, transportation safety, and health equity, among other topics.



### *Climate Change and Sustainability*

R+A will prepare the Climate Change and Sustainability Element that transforms the goal and policy framework into action. The Element will include GHG emissions reduction targets and measures, energy efficiency and conservation, water supply and conservation, waste management and recycling, urban forest, green building, and green business. Working with the City, R+A will determine whether these topics will be prepared as stand-alone element or an "in all policies" approach.

### *Mobility*

NN will prepare the Mobility Element, translating project goals and visions into policies and actions. The Mobility Element will define the city's transportation network and transportation policies to support the anticipated land use growth and provide adequate mobility options and a safe transportation system. The policy updates will reflect SB 743 Vehicle Miles Travelled requirements, professional best practices, direction from City staff, and input from the public and local decision-makers throughout the General Plan process. The Circulation Diagram will encompass the full range of transportation modes, including roadways, transit, and pedestrian and bicycle corridors.

### *Parks and Recreation*

R+A will prepare parks and recreation policies to address the provision of future facilities associated with population growth in the city. The type and location of parks and recreation facilities will be considered to address any existing deficiencies - at a citywide acre per 1,000 level and at the neighborhood watershed level - and future needs. ESA will assist in preparing policies that address open space areas that also function as parks space.

### *Conservation and Open Space*

ESA will prepare goals and policies that relate to the retention and enhancement of open space and natural resources, including Baldwin Hills and Ballona Creek, mineral resources in the Inglewood Oil Field, and historic and cultural resources. ESA will also prepare goals and policies that address approaches to improve air quality and water quality.

### *Safety*

ESA will combine policies from the existing elements on Seismic Safety and Public Safety into one element and address geologic, seismic, flood, and fire hazards present in Culver City, and include consideration of how climate change could affect and potentially exacerbate the impacts associated with these hazards. Policies will identify climate adaptation measures to improve the community's capability to withstand and survive hazardous conditions. The MJHMP will be summarized in the safety element and a description of how each requirement in Government Code section 65302(g)(4) has been met through the adoption of the MJHMP document.

### *Noise*

ESA will prepare the Noise Element that will include goals and policies that seek to minimize and mitigate noise impacts on noise sensitive receivers due to excessive noise.

### *Economic Development*

HR&A will prepare a draft Economic Development Element, which will provide a long-term roadmap and yardstick for the City's economic development efforts over the next several decades and will be coordinated with the short-term economic development strategy that the City intends to develop in parallel.

### *Arts and Culture*

CPG will develop the Cultural Policy Element for the City's arts, culture, and creative sector based on the community's vision, distinct characteristics, and strategic opportunities arising from the general plan process. HR&A will provide input to the draft and final Cultural Element prepared by CPG, focusing on goals and policies to grow the City's Cultural assets that also enhance economic development.

### *Infrastructure and Public Facilities*

The Element will address (at a high level) the city's critical infrastructure – water, wastewater and storm water. The topics will have a strong tie to sustainability. The Element will also address public facilities and services.

### *Housing*

The next iteration of the City's Housing Element must be adopted no later than mid-February 2022. Prior to adoption, the Draft Housing Element must be submitted to the State Department of Housing and Community Development for review. VTA will prepare the Housing Element. VTA will work with the Consultant Team in devising a schedule that would meet this statutory deadline, taking into consideration the progress of the overall GPU. VTA will assist in the HCD review, serving as liaison between the City and HCD staff. With VTA's extensive experience working with HCD, they will anticipate comments from the State and help devise responses to address HCD concerns.

### *Implementation*

R+A recommends that the implementation actions be consolidated into a (new) separate chapter of the General Plan. The implementation program will enumerate anticipated physical improvements, necessary plans and studies to complete, and on-going programs necessary for the continuing implementation of the General Plan. For each, R+A will include a description of the activity, the responsible department, the implementation timeframe, and if available, the relative cost and funding sources. The information will likely be presented in a table format. The implementation program will be developed in conjunction with the goals and policies in each element. The Implementation chapter will also include an evaluation and monitoring plan that outlines key measures for tracking progress, challenges, and achievements as the General Plan is implemented over time.

### **Task 7.4: Second Admin Draft General Plan**

City staff will review the Admin Draft General Plan and provide a single set of non-conflicting comments. The Consultant Team will address these comments and create a Second Admin Draft for staff review.

### **Task 7.5: Screencheck Draft General Plan**

City staff will review the Second Admin Draft General Plan and input comments and provide changes to the Consultant Team. Once complete, the Consultant Team will prepare a Screencheck Draft General Plan.

### **Task 7.6: Public Draft General Plan**

R+A will prepare a Public Draft of the General Plan based on minor, editorial, and formatting comments provided by staff's review of the Screencheck Draft. This will be the version that will be presented to the City Council and Planning Commission during the public hearing process.

## **Task 7 Deliverables**

- 7.1 Plan Outline
- 7.2 General Plan sample layouts/designs in InDesign
- 7.3 Admin Draft General Plan and policy consistency analysis (matrix)
- 7.4 Second Admin Draft General Plan
- 7.5 Screencheck Draft General Plan
- 7.6 Public Draft General Plan

## **Task 8: CEQA Compliance**

ESA will be responsible for completing the following tasks to ensure compliance with CEQA requirements. The Team's scope and budget assume the preparation of an Environmental Impact Report.

### **Task 8.1: Project Description, Initial Study Package, Notice of Preparation**

Consistent with RFP, the Consultant Team recommends that an Environmental Impact Report (EIR) be prepared to support CEQA compliance. ESA will prepare a draft Project Description for City review at the outset of EIR preparation. The Project Description will describe expected issues and analysis to be provided in the EIR. The scope of work reflects that other than Agriculture, all issues included in the Initial Study checklist will be recommended for further analysis in the EIR. The Project Description will be based on the Draft General Plan and will include but not be limited to background information on State general plan requirements, the General Plan process to date, Project Objectives, a brief description of the project and will identify the process for completing the EIR.

A Notice of Preparation (NOP) and Notice of Public Scoping Meeting for the EIR will also be prepared for review by the City, including Consultant Team support of tribal consultation to be conducted by the City. In accordance with CEQA requirements, the NOP/Notice of Public Scoping Meeting will include a brief description of the Project, a list of the probable environmental effects of the Project, a land use plan, and the date, time and location of the public scoping meeting. Once the NOP/Notice of Public Scoping meeting is signed by City staff, the NOP/Notice of Public Scoping meeting will be distributed by ESA via certified mail to begin the 30-day public comment period. During the NOP comment period, the Initial Study will also be made available by City staff for public review.

### **Task 8.2: Public Scoping Meeting**

A public scoping meeting will be held in compliance with CEQA Public Resources Code Section 21083.9. The scoping meeting will occur prior to the end of the 30-day public review period on the NOP. The purpose of the scoping meeting will be to allow the public the opportunity to provide input regarding the scope and content of the EIR. The scoping meeting will also provide information on the EIR process and additional opportunities for public input. The Consultant Team will coordinate closely with the City in scheduling and securing the meeting venue and setting the format for the meeting.

### **Task 8.3: First Administrative Draft EIR**

A Program EIR will be prepared consistent with CEQA Guidelines Section 15168 which in addition to meeting CEQA requirements is designed to streamline future City development and public works projects that are consistent with the GPU. The format of the EIR and thresholds of significance will be confirmed with the City early on, and an administrative draft EIR will be

prepared for City staff review. It is anticipated that the Administrative Draft EIR will contain the following chapters:

- Executive Summary
- Introduction
- Environmental Setting
- Project Description
- Environmental Impact Analysis
- Alternatives
- Other CEQA Considerations
- References
- List of EIR Preparers and Organizations and Persons Contacted

#### **Task 8.4: Second Administrative Draft EIR**

Following receipt of one consolidated set of comments on the First Administrative Draft EIR from City staff, ESA will prepare a Second Administrative Draft EIR for City review.

#### **Task 8.5: Proofcheck Draft EIR**

Following receipt of one consolidated set of comments on the Second Administrative Draft EIR from City staff, ESA will prepare a "Proofcheck" Draft EIR for City review to ensure all edits are incorporated and formatting is accurate. No additional changes will be made at this time.

#### **Task 8.6: Public Draft EIR**

Following receipt of one consolidated set of comments on the Proofcheck Draft EIR, ESA will prepare a Draft EIR for public review, including provision of electronic files suitable for publishing on the City website, hard copies, flash drives, and CDs. ESA will file a Notice of Completion (NOC) with OPR to be distributed to a list of agencies and organizations including the State Clearinghouse, the County Clerk, Responsible Agencies, local libraries and other parties. Copies of the Notice of Availability (NOA) will also be sent to all individuals who commented on the NOP or attended the scoping meeting, as well as other individuals and agencies. This notice will start the 45-day public review and comment period for the EIR.

#### **Task 8.7: Final EIR**

At the close of the public review period for the Draft EIR, ESA will coordinate with the City to obtain all public comments. ESA will review the comments and meet with the City and Consultant Team to discuss issues raised and establish an approach for responding to comments. We expect this effort will include an assessment of whether further refinements to the General Plan are warranted considering the public comments received on the Draft EIR. After consultation with the City and the Consultant Team, an Administrative Draft of the Final EIR will be prepared. The Final EIR will include: an introduction; responses to comments received on the Draft EIR; corrections and additions to the Draft EIR; a Mitigation Monitoring and Reporting Program (MMRP), and Appendices to the Final EIR. ESA anticipates two rounds of consolidated City comments will be addressed prior to publication of the Final EIR.

Once the City approves the Final EIR, it will be distributed to appropriate agencies and organizations, including those agencies that commented on the Draft EIR and local libraries. ESA will also prepare a NOC to be sent along with copies of the Final EIR to the State Clearinghouse and County Clerk. Ten days after the Final EIR is sent to commenting agencies, public hearings regarding the Project can commence. Upon Project approval, ESA

will file the Notice of Determination (NOD) with the County Clerk. This notice will start a 30-day statute of limitations about approval of the project and certification of the Final EIR.

### **Task 8 Deliverables**

- 8.1 Project Description
  - Initial Study
  - NOP
- 8.2 Scoping meeting materials
  - Summary of scoping comments
- 8.3 Administrative Draft EIR
- 8.4 Second Administrative Draft EIR
- 8.5 Proofcheck Draft EIR
- 8.6 Draft EIR
  - NOA/NOC
  - Response to Comments
- 8.7 Final EIR, including Response to Comments and MMRP
  - Screencheck and Public drafts
  - Findings, Resolutions, and Statement of Overriding Considerations
  - NOD

### **Task 9: Public Review + Adoption**

#### **Task 9.1: Online Comment Form**

R+A will prepare an online comment form that allows the public to provide comments on the Public Draft General Plan. This form will allow staff to easily review and sort public comments.

#### **Task 9.2: City Council, Planning Commission, + Other Updates and Study Sessions**

Throughout the process, Consultant Team members will meet with the City Council, the Planning Commission and other boards and commissions to provide updates on the project and receive input on topic-specific policies and ideas. R+A expects to meet with the City Council about ten (10) times, the Planning Commission five (5) times, and other boards and commissions about five (5) times. About three (3) of the City Council/Planning Commission meetings will be joint workshops with presentation and discussion questions. The remaining meetings will be brief updates seeking input on specific policies issues or topics. These meeting will occur on regularly scheduled trips to Culver City and/or correspond to other public events to conserve travel time. Below is a breakdown of the about twenty (20) meetings with further detail:

- City Council (±10)/Planning Commission (5)
  - City Council (±7) - brief updates on the process
  - Planning Commission (2) – brief updates on the process
  - Joint Study Sessions (3)
    - On “visioning” and “goal setting” to set expectations for the GPU, including the GPAC
    - On the Housing Element before developing the HCD review draft (VTA lead)
    - On General Plan alternatives before choosing the preferred alternative
- Other Boards and Commissions (±5) – brief updates on the process
  - Cultural Affairs Commission (2) (CPG lead)
  - Others as needed (±3) – brief updates on the process

### **Task 9.3: Comments Matrix + Track-Changed Public Draft General Plan**

R+A, working closely with City staff, will create a comments matrix to track all the comments received on the General Plan with a brief statement of how each will be addressed in the final General Plan.

### **Task 9.4: City Council + Planning Commission Hearings**

The Consultant Team will attend two (2) hearings with the Planning Commission to review the Draft General Plan and the Final EIR. City staff will prepare the staff report and the presentation materials and make the presentation to the Commission. The Consultant Team will attend two (2) hearings with the City Council to review the Draft General Plan and Final PEIR. At these hearings the City Council will consider the Planning Commission's recommendations and the comments made at the public hearings. At the end of the hearings, the City Council will determine whether to certify the Final EIR and whether to adopt/approve the GPU.

### **Task 9.5: Final General Plan**

Based on final direction/comments from the City Council during the hearing process, R+A will prepare a Final General Plan that reflects all the changes approved by the City Council. As part of this task, the Consultant Team will prepare and transfer all relevant materials, maps, and design files to the City so that staff can assume full ownership of the document.

### **Task 9 Deliverables**

- 9.1 Online comment form
- 9.2 Study sessions materials
  - City Council about (±7) brief updates with 10 slide PPT for each and with assistance from City staff
  - Planning Commission (2) PPTs based off City Council update materials
  - Joint City Council/Planning Commission (3) draft and final PPTs and study questions
  - Other boards and commissions (±5) PPTs based off City Council update materials with minor modifications for the specific commission or board
- 9.3 Comments matrix
- 9.4 Planning Commission (2) and City Council (2) hearings
- 9.5 Final General Plan
  - Final searchable PDF
  - Final InDesign files

## **Task 10: Plan Implementation**

While the General Plan and EIR is moving through the adoption process, the Consultant Team will begin a series of tasks to begin to implement the General Plan. At this stage in the process, we expect that City staff will play a leading role in many of the following activities. Thus, the budget identified with each task only covers a portion of the overall level of effort needed to prepare each of the documents.

### **Task 10.1: e-plan**

Using an outside software and vendor, the Consultant Team, working closely with staff, will convert the General Plan into a searchable, online e-plan. This will be like the e-plan R+A is finalizing for the Hermosa Beach General Plan. R+A will work with staff to develop a "code

book” of key terms that can be searched in the e-plan. R+A will then work with the vendor to transform the General Plan into a draft and final e-plan.

#### **Task 10.2: Zoning Code Assessment Memo + Summary Matrix**

R+A will evaluate the extent to which the proposed General Plan (especially the land use designations and other relevant policies) is in conformance with existing zoning codes and regulations. Based on this evaluation, R+A will identify potential regulatory mechanisms to implement the General Plan. This could include revisions to the existing code, developing a new form-based code, creating design guidelines, or some combination of these options. This work will be summarized in a Code Audit Memo which includes a summary matrix and will be presented to City staff.

#### **Task 10.3: Detailed Implementation Strategy Plan**

While the General Plan itself will contain a comprehensive chapter with all implementation actions/programs, this deliverable would be a living document that is focused on immediate implementation steps (less than five years) and can be routinely compared against capital improvement programs and department work plans. The strategy plan would include details of specific activities, relative costs, funding and financing sources; partners; responsible departments; timeframe for implementation. Having a more flexible, short-term strategy document allows for staff and Council to make minor changes and updates to implementation activities without requiring General Plan amendments. Note that this is a Word-based version of the Implementation actions in the Final General Plan with minor modifications to reflect short-term priorities and other actions identified by City staff in each department.

#### **Task 10.4: General Plan Evaluation Plan**

During the development of the General Plan, R+A will leverage its transdisciplinary expertise to ensure that the planning process incorporates key elements for monitoring and evaluation of the plan once it is completed. To do this, R+A will craft an evaluation plan that will support its successful implementation. The evaluation plan will: 1) identify a timeframe and methodology to regularly review and update the General Plan; 2) describe how the metrics should be used to track plan progress; 3) identify on-going methods and timing of community engagement to ensure that the public stays involved with the General Plan and has ownership of the document.

#### **Task 10 Deliverables**

- 10.1 E-plan (including code book and draft and final e-plans)
- 10.2 Zoning Code Assessment Memo + Summary Matrix draft and final
- 10.3 Implementation Strategy Plan draft and final
- 10.4 General Plan Evaluation Plan draft and final

### **Task 11: Project Management + Team Meetings**

#### **Task 11.1: Team Working Meetings**

At up to four (4) points in the process, key members of the Consultant Team will prepare for and attend half-day or full-day working meetings to brainstorm and work collaboratively with City staff on cross cutting issues and concerns and to develop plan content. The timing of these meetings is as follows:

- Kick-off meeting at the beginning of the project (Task 1)
- After drafts of the existing conditions reports are prepared (Task 3)



- During selection of the preferred land use and transportation direction for change areas (Task 5)
- While developing goals, policies, and actions for the General Plan (Task 6)

#### **Task 11.2: Bi-Monthly/Monthly Status/Management Meetings**

On a regular basis (bi-monthly or monthly as needed), R+A will work with City staff to schedule in-person meetings with staff to discuss the status of the project and coordinate on project activities. This will include status reports on the project. These meetings will be coordinated with other trips to Culver City to ensure efficiency of travel and budget.

#### **Task 11.3: Bi-Weekly Check-in Calls**

R+A and other Consultant Team members will hold bi-weekly phone calls to coordinate with the City about the project. This task also covers “informal” communication via email and phone up to the maximum budget. City staff will be responsible for coordinating calls and summary notes including identifying to-do items.

#### **Task 11 Deliverables**

- 11.1 Team working meetings (4) agenda, materials (if any), and meeting notes
- 11.2 Monthly status reports as part of the invoicing process
- 11.3 Bi-Weekly check-in call

#### **Meeting Matrix**

The following is a summary for the firms that will be attending each meeting by type. The scope and budget assume that more than one meeting will occur during single trips to Culver City. For example, in-house staff meetings will likely occur on days when there are workshops or GPAC/TAC meetings already scheduled.

<b>Task #: Meeting Type</b>	<b>R+A</b>	<b>P+W</b>	<b>ESA</b>	<b>HR&amp;A</b>	<b>NN</b>	<b>VTA</b>	<b>CPG</b>	<b>SDE</b>	<b>US</b>
1.1: Project kick-off meeting (1)	1	1	1	1	1	1	1	1	1
2.6: Stakeholder interviews (up to 30)	20	10					15		
2.7: GPAC meetings (12)	12	3	2	2	2	1	1		
2.8: TAC meetings (up to 12)	3	3		3	3		3	1	
2.9: Pop-up workshops + community events (3)	3								
2.12: Community workshops + festivals (7)	7	2	1		1	2			
2.14: In-house staff meetings (2)	2	2	1	1	1				
5.3: Team working meeting (1) *1 day **2 days	1	1	1*	1*	1**			1*	
8.2: Public scoping meeting (1)			1						
9.2: City Council, Planning Commission, + other study sessions (±20)	10	1	1	2	1	1	2		
9.5: Hearings (4)	4	2	4			2			
11.1: Team working meetings (4)	4	2	2	2	2			1	

## Assumptions

The following is a list of assumptions for the GPU.

### Global Assumptions

- The level of effort for each task is limited to the general number of hours for each task listed in the budget spreadsheet. Consultant Team members may reallocate hours between tasks if individual tasks are completed in less time than anticipated.
- The number of rounds of each deliverable (i.e., draft, final, etc.) for each product is identified in the scope. If the scope does not specify the number of deliverables for each product, the only one deliverable will be provided.
- All data and information provided by the City will be assumed to be correct and up-to-date. The Consultant Team is not responsible for out-of-date or inaccurate information.
- All studies that the Consultant Team will prepare are identified in the scope of work. Any studies, tasks, deliverables or reports not specifically identified are assumed to be not included.
- City staff will serve as partners to the Consultant Team in the update process and will be responsible for, at minimum, the following activities:
  - Writing all staff reports
  - Logistics of all meetings
  - Costs of meeting facilities and supplemental costs of meetings and workshops, including but not limited to, food, childcare, high-cost supplies, printing workshop materials, festival event activities, giveaways, etc.
  - Printing copies of documents (the Consultant Team will provide electronic versions and City staff will be responsible for printing)
  - Assisting with outreach to inform the community about General Plan events, including preparing, mailing, and posting public notifications required for hearings and complimentary notifications typically issued by the City. Exceptions include noticing required by the California Environmental Quality Act; the preparation, mailing, and posting of which shall be the responsibility of the Consultant Team.
  - Collecting background data and information
  - Reviewing the existing General Plan to determine the applicability of each policy
  - Timely response to Consultant Team questions and review of documents and materials prepared by the Consultant Team
    - City review time for workshop materials and meeting materials will be about one week.
    - City review of major products will be between two and four weeks, depending on the product and other responsible of City staff. All comments will be provided as a single set of non-conflicting and actionable comments.
  - Participating in the tasks identified in Task 10, Plan Implementation
  - Leading the effort to track and respond to public comments on the Public Draft General Plan
  - Other tasks as identified during the process.

## Task-Specific Assumptions

- **Task 1.2:** The City shall provide data in GIS format, including but not limited to: existing land use, existing general plan land use designation, and existing zoning districts. Additional data layers will be identified during this task.
- **Task 2.11:** City staff will be responsible for training Project Ambassadors and coordinating the distribution of materials. The Consultant Team will prepare materials for this training and will train City staff in advance.
- **Task 3:** City staff will be responsible for collecting and confirming the validity of most of background information, especially information for the environmental background report.
- **Tasks 3.3 and 6.3:** The Consultant Team will not be responsible for traffic analysis or running the traffic model. This will be the responsibility of F&P, the City's traffic consultant, under separate contract.
- **Task 3.9:** For the Historic and Cultural component, ESA will rely on already-completed survey work around Ivy Station as part of other project work.
- **Task 3.15:** ESA assumes that F&P will provide VMT estimates for the City for the GHG inventory year using the origin-destination trip method and the TDFM). For municipal operations data collection, ESA assumes the following support from the City:
  - City staff will lead data collection for all sectors of the municipal inventory, and ESA will provide templates to identify the data needed (e.g., fleet fuel use) and guide the data collection effort.
  - The City will provide all requested data for the inventory year in an agreed-upon format in Excel. Data collection will be discussed at the kickoff meeting. When needed, ESA can assist the City in obtaining and processing datasets.
  - For some community sectors (e.g., solid waste, off-road transportation), ESA will be able to collect the data directly from publicly-available sources. For other community sectors, ESA will need to coordinate with City staff to get the data directly from City departments, or to request the data from the appropriate agency (e.g., LA Metro).
- **Task 6.8:** The scope of work does not include a Water Supply Assessment pursuant to SB 610.
- **Tasks 7.3, 8.3, and 8.4:** City comments on the Administrative Draft General Plan and EIR are provided in one consolidated set of comments and will not require new analysis or technical studies.
- **Task 5.5:** Only analyses readily available in UrbanFootprint will be used to analyze the alternatives land use impacts.
- **Tasks 7.5 and 8.5:** City comments on the Screencheck Draft General Plan and EIR will be focused on typographical errors, formatting, and other minor edits only. These changes are expected to confirm and build on previous changes and shall not require a wholesale revision to the plan or entire sections.
- **Task 8.1:**
  - No more than two (2) rounds of comments on the project description will be addressed prior to completion. It is assumed that after the project description has been completed, no further modifications to the proposed program would occur.

- No more than two (2) rounds of comments on the Initial Study will be addressed prior to completion. Comments on the Initial Study are assumed to be minor.
- ESA will assist staff with SB 18 and AB 52 compliance. This involves assisting the City in drafting project notification letters and responding to Native American responses or inquires assuming an allowance of eight (8) hours for conference calls, emails, and/or drafting of letter responses, and one (1) in-person meeting. City staff will be responsible for mailing the letters.
- **Task 8.2:** ESA will coordinate meeting logistics, prepare up to two (2) presentation boards, prepare comment forms and sign-in sheets, provide computers for comments and way finding signage, assist with set up, and attend the meeting. The City will assist in scheduling/securing the meeting room. Meeting format set in coordination with the City. Up to two (2) members of ESA's team will be in attendance assumes meeting no more than two (2) hours in length.
- **Task 8.3:**
  - The analyses in the EIR will be programmatic and will rely heavily on existing conditions information prepared for the General Plan. It is assumed implementation of General Plan policies will, with a few exceptions, be sufficient to reduce impacts to a less than significant level.
  - Changes to technical reports prepared by other team members will not occur once Task 8.3 commences.
  - Preparation of the geology section of the Draft EIR will not include primary data collection, such as subsurface exploration or laboratory testing, since available information should be sufficient to complete the CEQA analysis.
  - ESA will identify potential impacts associated with utilities and service systems (water, sewer, electricity, natural gas, solid waste collection) based on the analysis completed by SDE.
  - Up to three (3) alternatives and a No Project Alternative will be evaluated in the Draft EIR. No quantitative or "refined" analyses will be prepared as part of alternatives analysis for Air Quality, GHG/Energy, Noise, or any other environmental topics evaluated in the Draft EIR. Quantitative analysis of traffic impacts will be prepared by F&P under separate contract.
- **Tasks 8.4 and 8.5:** City review of the Second Administrative Draft EIR and Proofcheck Draft EIR will be limited and focus on minor revisions, errors, etc., and not result in substantive new comments on scope, contents, or format.
- **Task 8.6:** At this point in the process, the number of comment letters on the EIR and the level of effort to respond to all comments is unknowable. Any effort beyond the hours identified in the scope and budget will be considered extra work.
- **Task 8.7:** City review of the Second Administrative Final EIR and Proofcheck Final EIR will be limited and focus on minor revisions, errors, etc., and not result in substantive new comments on scope, contents, or format.
- **Task 9.3:** City staff will have a leading role on this task to ensure that City staff understands all the content in the final General Plan. Most of the matrix will be completed by City staff.
- **Task 9.5:** Only minor, editorial changes will be needed to finalize the document.

## **Optional Tasks**

### **Statistically-Significant Survey**

To provide multiple avenues of engagement and gather input for a diverse range of participants, the Consultant Team could work with the City to prepare a statistically-valid survey to obtain community values and ideas and specific feedback on potential policy direction. This information could help inform the overall direction of the update process. To achieve this, R+A would engage with a survey research firm specializing in community surveys for long range planning projects.

### **Focus Groups**

Consultant Team can host focus groups targeting the youth, the Spanish-speaking community, and other segments of the community that are typically under-represented in the planning process and may need a special focus during the engagement process. The focus groups could be held at the beginning of the process to better understand issues and opportunities or during the policy development phase to test plan concepts.

### **Neighborhood and Stakeholder Meetings to Build Capacity**

Throughout the project, the Consultant Team can attend meetings with neighborhood associations, community organizations, business leaders, and the development community. This will help inform the community and allow residents to communicate their priorities. The meetings also provide the opportunity to team with community leaders to identify best practices to engage residents and stakeholders that typically are not heard from. While R+A can attend these meetings, it may be best if City staff leads this task to establish long-term relationships.

### **Existing Conditions Summary Report**

After the various topical background reports are finalized, R+A can prepare a 20-30-page public-facing report summarizing the findings of the technical background reports using spatial mapping and story mapping to clearly communicate the key takeaways from the preceding Task 3 work. The summary report would distill the findings into an issues and opportunities table that lists the issues that need to be addressed during the GPU. This will be a detailed list that will help the Consultant Team and the City organize discussions and identify needed changes for the General Plan. Separately, R+A can develop a report examining future trends that will impact the planning in Culver City in the future. Potential topics include: aging population, housing affordability, majority/minority community, autonomous vehicles (AVs), emerging technologies, regional growth, or other topics identified by staff.

### **Fiscal Analysis of Preferred Alternative**

HR&A can provide a discussion of the fiscal impacts and the most appropriate funding strategies for the construction and maintenance of public infrastructure improvements designed to create the desired high-quality public realm, as discussed in Task 5.7.

### **Data Dashboard for Long-Term Tracking**

Using the metrics and targets identified during the planning process, R+A will prepare an MS Excel-based data dashboard to track the progress of the plan over time. The data dashboard will use info-graphics to communicate the effectiveness of the plan and how well the plan is meeting the identified targets. We expect that about 20-30 metrics will be used covering a variety of topics including land use, housing, health, sustainability and economic development.

### **Development Review Checklist**

To establish clear expectations for developers in Culver City, the Consultant Team will develop a development review checklist, categorized by development type and sub-area that can be used by staff while reviewing new development applications. The checklist will have an urban design component, a bicycle/pedestrian component, a healthy development component, sustainability/GHG reductions component, and others as desired by staff.





## EXHIBIT B

## CITY OF CULVER CITY

## STANDARD PROFESSIONAL SERVICES AGREEMENT

WITH: RAIMI + ASSOCIATES

FOR: GENERAL PLAN UPDATE (GPU) SERVICES  
RFP #1802

## SCHEDULE OF COMPENSATION SUMMARY

<b>Fee Proposal Summary</b>	<b>Labor Cost Per Task</b>
<b>Tasks</b>	
Task 1: Project Initiation	\$ 35,760
Task 2: Community Engagement	\$ 367,740
Task 3: Discovery	\$ 321,000
Task 4: Citywide Visioning	\$ 34,160
Task 5: Land Use, Urban Design + Transportation Alternatives	\$ 169,270
Task 6: Citywide Policy Frameworks + Technical Analysis	\$ 218,750
Task 7: General Plan Development	\$ 189,600
Task 8: CEQA Compliance	\$ 219,580
Task 9: Public Review + Adoption	\$ 77,060
Task 10: Plan Implementation	\$ 50,835
Task 11: Project Management + Team Coordination	\$ 108,300
Expenses (Summarized)	\$ 175,700
<b>Grand Total</b>	<b>\$1,967,755</b>
<i>10% Contingency</i>	\$ 196,776
<b>Final</b>	<b>\$2,164,531</b>

#### SCHEDULE OF COMPENSATION

EXHIBIT B  
Page 1 of 3

#### SCHEDULE OF COMPENSATION

Labor Cost		\$49,140	\$40,320	\$4,950	\$16,740	\$28,520	\$6,000	材料費材料費 \$44,400 材料費材料費 \$0,720 \$72,790 材料費材料費 材料費材料費 \$11,550	\$1,200	\$9,800	\$7,030	\$29,700
EXPENSES	Total Firm Labor Cost					\$145,870				\$357,020		\$47,730
Mileage and Travel Expenses						\$610				\$1,500		
Equipment										\$1,040		
Project/Sub Management (3%)										\$2,000		
Document Printing												
Consultations Consultant (RALLEY)												
Expln												
Data Purchases												
Office Expenses (Phones, Fax, Coplea, etc.)												
	Total Firm Expenses					\$680				400		\$0
	TOTAL PER FIRM					\$146,270				\$362,220		\$147,730

EXHIBIT B  
CITY OF CULVER CITY  
STANDARD PROFESSIONAL SERVICES AGREEMENT  
WITH: RAMI & ASSOCIATES  
FOR: GENERAL PLAN UPDATE (GPU) SERVICES  
RFP #1807

SCHEDULE OF COMPENSATION

	Urban Systems		Veronica Tam & Associates			The Cultural Planning Group			
	Senior Associate (Months)	Senior Associate (Hours)	Principal (Hours)	Manager/Associate (Hours)	ISB (Hours)	Managing Partner (Hours - Quarterly)	Partner (Hours)	Director (Hours)	Labor Cost Per Task
<b>Hours per Task</b>									
<b>Task 1: Project Initiation</b>									
1.1 Project Kick-Off Meeting		12	8	8		8	8	8	\$30,280
1.2 Data Collection + Map Book									\$2,800
1.3 Project Work Plan									\$2,680
<b>Subtotal Task 1</b>		12	8	8		8	8	8	\$35,760
<b>Task 2: Community Engagement</b>									
2.1 Community Engagement Plan									\$4,200
2.2 Branding + Strategic Communications									\$4,090
2.3 Email Distribution Database									\$3,880
2.4 Project Information Material									\$1,560
2.5 Project Website									\$11,380
2.6 Stakeholder Interviews						16	16		\$17,680
2.7 GPAC Meetings			8	2		8	8		\$73,610
2.8 Technical Advisory Committee (TAC) Meetings						24	24		\$59,580
2.9 Pop-Up Workshops + Community Events		24				4		24	\$22,720
2.10 Online Engagement + Surveys									\$9,820
2.11 Engagement Toolkits + Project Ambassador									\$12,400
2.12 Community Workshops + Festivals			16	8					\$105,250
2.13 Tactical Urbanism Demonstration Project						16	16	16	\$24,860
2.14 In House Staff Meetings						8			\$16,360
<b>Subtotal Task 2</b>		24	24	10		76	64	40	\$67,740
<b>Task 3: Discovery</b>									
3.1 Review and Assess Existing Documents (R+A)			4	4					\$5,600
3.2 Land Use, Public Realm, + Urban Design Existing Conditions Report (R+A, P+U)									\$45,280
3.3 Mobility + Transportation Existing Conditions Analysis (NN)									\$24,600
3.4 Environmental Justice + Community Health Report (R+A)									\$14,880
3.5 Market Study (HR&A)									\$49,010
3.6 Arts, Culture, and Creative Economy Report (CPG, HR&A)						16	16	40	\$26,260
3.7 Climate Change, Sustainability, + Resilience Report (R+A, SDE)									\$15,220
3.8 Infrastructure Existing Conditions Report (SDE)									\$20,300
3.9 Environmental Background Report (ESA)									\$31,530
3.10 Smart City Background Report (Urban systems)									\$16,000
3.11 Retrospective Evaluation of General Plan (R+A)	24	40							\$9,050
3.12 Performance Metrics (R+A)									\$3,650
3.13 Funding Matrix (HR&A)									\$15,700
3.14 Community-Facing Fact Sheets (R+A)									\$8,660
3.15 Greenhouse Gas Inventory (ESA)									\$24,840
3.16 Housing Needs Assessment (VTA)			20	60	8				\$10,400
<b>Subtotal Task 3</b>	24	40	24	64	8	16	16	40	\$321,000
<b>Task 4: Citywide Visioning</b>									
4.1 Citywide Scenarios									\$19,760
4.2 Vision + Guiding Principles									\$3,980
4.3 Vision Diagram + Key Strategies									\$7,880
4.4 Citywide Targets + Outcomes									\$2,580
<b>Subtotal Task 4</b>									\$34,160
<b>Task 5: Land Use, Urban Design + Transportation Alternatives</b>									
5.1 Neighborhoods, Districts + Corridors									\$11,970
5.2 Areas of Change + Stability									\$14,470
5.3 Team Working Meeting		20							\$42,850
5.4 Alternatives for Areas of Change									\$55,000
5.5 Alternatives Analysis									\$24,960
5.6 Select Preferred Direction									\$8,850
5.7 Analysis of Preferred Direction									\$4,770
5.8 Growth Projections									\$6,420
<b>Subtotal Task 5</b>		20							\$169,270
<b>Task 6: Citywide Policy Frameworks + Technical Analysis</b>									
6.1 Land Use (R+A)									\$20,880
6.2 Public Realm + Urban Design (P+U)									\$27,100
6.3 Mobility (NN)									\$20,280
6.4 Economic Development (HR&A)									\$12,640
6.5 Cultural (HR&A, CPG)						24	24	4	\$24,480
6.6 EJ, Health, Wellness, + Equity (R+A)									\$10,680
6.7 Sustainability and Climate Change (R+A)									\$17,520
6.8 Infrastructure and Public Facilities and Services (Sherwood)									\$5,880
6.9 Parks + Recreation (R+A, ESA)									\$6,290
6.10 Conservation + Open Space (ESA)									\$3,440
6.11 Noise + 6.12 Safety (ESA)									\$38,880
6.13 Housing Constraints and Opportunities (VTA)			40	100	60				\$23,000
6.14 Housing Implementation Plan (VTA)			40	20					\$8,200
6.15 Smart City (urban systems)	14	24							\$9,500
<b>Subtotal Task 6</b>	14	24	80	120	60	24	24	4	\$218,750
<b>Task 7: General Plan Development</b>									
7.1 Plan Outline									\$3,120
7.2 Plan Format + Design									\$4,480
7.3 Admin Draft Plan			40	60		16	4	4	\$140,020
7.4 2nd Admin Draft Plan									\$13,620
7.5 Screencheck Draft Plan			16	32					\$15,280
7.6 Public Draft Plan			56	92		16	4	4	\$13,080
<b>Subtotal Task 7</b>			16	32		16	4	4	\$199,600
<b>Task 8: CEQA Compliance</b>									
8.1 Project Description, Initial Study Package, Notice of Preparation									\$10,840
8.2 Public Scoping Meeting									\$2,680
8.3 First Administrative Draft EIR									\$134,180
8.4 Second Administrative Draft EIR									\$11,220
8.5 Proofcheck Draft EIR									\$11,580
8.6 Public Draft EIR									\$11,940
8.7 Final EIR									\$36,740
<b>Subtotal Task 8</b>									\$219,580
<b>Task 9: Public Review + Adoption</b>									
9.1 Online Comment Form									\$2,900
9.2 City Council and/or Planning Commission, + Other Updates and Study Sessions			8	2		8	8	8	\$37,600
9.3 Comments Matrix + Track-Changed Public Draft General Plan									\$7,280
9.4 City Council + Planning Commission Hearings			16	4					\$19,960
9.5 Final General Plan			8	12					\$9,900
<b>Subtotal Task 9</b>			30	18		8	8	8	\$77,060
<b>Task 10: Plan Implementation</b>									
10.1 e-Plan (also see Expenses below)									\$2,600
10.2 Zoning Code Assessment Memo + Summary Matrix									\$7,840
10.3 Detailed Implementation Strategy Plan									\$33,675
10.4 General Plan Evaluation Plan									\$6,720
<b>Subtotal Task 10</b>									\$50,835
<b>Task 11: Project Management + Team Coordination</b>									
11.1 Team Working Meetings									\$40,640
11.2 Status/Management Meetings						16	8		\$23,900
11.3 Bi-Weekly Check-in Calls						16	8	4	\$34,780
<b>Subtotal Task 11</b>						32	16	4	\$100,300
<b>Total Hours</b>	38	120	222	312	68	164	134	108	
<b>Billing Rate</b>	\$250	\$250	\$150	\$110	\$100	\$175	\$175	\$175	
<b>Labor Cost</b>	\$5,500	\$30,000	\$33,300	\$34,320	\$6,800	\$28,700	\$23,450	\$18,900	
<b>Total Firm Labor Cost</b>			\$74,420			\$71,850			\$1,792,055
<b>EXPENSES</b>									
Mileage and Travel Expenses		\$7,000		\$ 500			\$ 10,034		
Equipment									
Project/Sub Management (3%)									
Document Printing									
Communications Consultant (RA/LEY)									
e-plan									
Data Purchases							\$ 2,500		
Office Expenses (Phone, Fax, Copies, etc.)									
<b>Total Firm Expenses</b>		\$500		\$ 100			\$12,534		\$175,700
<b>TOTAL PER FIRM</b>		\$7,500		\$ 600			\$25,384		\$1,967,755
<b>EXPENSES</b>									
<b>TOTAL PER FIRM</b>		\$7,500		\$ 600			\$25,384		\$1,967,755
<b>EXPENSES</b>									
<b>TOTAL PER FIRM</b>		\$7,500		\$ 600			\$25,384		\$1,967,755
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<b>EXPENSES</b>									
<b>TOTAL PER FIRM</b>		\$7,500		\$ 600			\$25,384		\$1,967,755
<b>EXPENSES</b>									
<b>TOTAL PER FIRM</b>		\$7,500		\$ 600			\$25,384		\$1,967,

EXHIBIT C

CITY OF CULVER CITY

STANDARD PROFESSIONAL SERVICES AGREEMENT

WITH: RAIMI + ASSOCIATES

FOR: GENERAL PLAN UPDATE (GPU) SERVICES  
RFP #1802

INSURANCE REQUIREMENTS

A. Policy Requirements.

Consultant shall submit duly executed certificates of insurance for the following:

1. An occurrence based Commercial General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance, commercial liability, or any pooled risk arrangements;
- b. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law, Consultant's obligation to indemnify the Indemnitees as required under Paragraph 6 of this agreement;
- d. Reserved; and
- e. The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured in an endorsement to the policy, which shall be provided to the City and approved by the City Attorney.

2. Reserved.
3. Professional/Negligent Acts, Errors and Omissions Insurance in the minimum amount of One Million Dollars (\$1,000,000) per claim, and shall include coverage for separate "personal injury" alleged to have been committed in the course of rendering professional services, unless such coverage is provided by the CGL policy listed in subparagraph (a), above.
4. If the Agreement will have Consultant employees working within the City limits, Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars [\$1,000,000] per accident.) Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

**B. Waiver by City.**

City may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing, and will only be made upon a showing by the Consultant that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.

**C. Additional Insurance Requirements.**

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A-VII or better in the current Best's Insurance Reports;
2. Consultant shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days' notice for cancellation due to non-payment.
3. City may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice Consultant. City understand that increases in insurance coverage may result in increased costs for the Consultant. City agrees to increase the project budget to cover the direct costs of increases in insurance requirements for the term of the project and any term beyond the project, as required by the contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94601 Lic. #0020739		<b>CONTACT</b> NAME: Rosemary Currie PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL: enterprise@dealeyrenton.com ADDRESS:	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Travelers Property Casualty Co of Ameri	
		<b>INSURER B:</b> American Automobile Ins. Co.	
		<b>INSURER C:</b> Travelers Casualty & Surety Co of Amer.	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1463283946

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	6803J079023	7/14/2018	7/14/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6803J079023	7/14/2018	7/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	SCW0031751801	7/14/2018	7/14/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		106337798	7/14/2018	7/14/2019	\$1,000,000 \$2,000,000 per claim annl. aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Name: 19005 Culver City General Plan Update

The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees are named as an additional insured as respects general and auto liability as required per written contract or agreement.

**CERTIFICATE HOLDER****CANCELLATION 30 Day Notice of Cancellation**

City of Culver City  
Attn: Sol Blumenfeld  
9770 Culver Boulevard  
Culver City CA 90232

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

#### COVERAGE

Hired Auto Liability

Nonowned Auto Liability

#### ADDITIONAL PREMIUM

\$ INCLUDED

\$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

### PROVISIONS

#### A. COVERAGE

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

#### B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions a., b., d., e., f. and i. and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:

- a. "Bodily injury" to:

- (1) Any fellow "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business.

- b. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

#### C. WHO IS AN INSURED

**Section II – Who Is An Insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
  - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
  - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
  - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
  - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
  - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
  - g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

**D. AMENDED DEFINITIONS**

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

**E. ADDITIONAL DEFINITIONS**

**Section V – Definitions** is amended by the addition of the following definitions:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
  - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
  - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

**Location And Description Of Completed Operations**

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: 6803J079023

COMMERCIAL GENERAL LIABILITY

ISSUED DATE: 6/20/2019

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization that you agree in a written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Names of Additional Insured Person(s) or Organization(s):**

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**Location of Covered Operations:**

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OTHER INSURANCE – ADDITIONAL INSURED –  
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO  
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76(00) — 001**

**POLICY NUMBER: SCW0031751801**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**ALL PERSONS OR ORGANIZATIONS  
THAT REQUIRES YOU TO OBTAIN  
EXECUTED THE CONTRACT BEFORE**

**Job Description**

**THAT ARE PARTIE TO A CONTRACT  
THIS AGREEMENT, PROVIDED YOU  
THE LOSS.**

**DATE OF ISSUE: 6/20/2019**

**ST ASSIGN: CA**



CITY OF CULVER CITY  
AMENDMENT TO STANDARD PROFESSIONAL SERVICES AGREEMENT

WITH: RAIMI + ASSOCIATES

FOR: GENERAL PLAN UPDATE (GPU) SERVICES  
RFP #1802

This Amendment to Standard Professional Services Agreement ("Amendment") is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and RAIMI + ASSOCIATES, hereinafter referred to as "Consultant."

WHEREAS, on June 25, 2019, City and Consultant (the "Parties") entered into a contract for consulting services to assist City with its General Plan Update (GPU) (the "Agreement"); and

WHEREAS, the Parties desire to modify and revise the Scope of Service and increase the compensation as set forth in the Agreement.

NOW THEREFORE, in consideration of the foregoing, City and Consultant mutually agree as follows:

1. The "Scope of Service" incorporated into the Agreement as Exhibit "A," is hereby amended by adding the following:

Consultant shall also perform a new Task 13 to provide **Support for the Chief's Advisory Panel** as set forth below:

**Task 13.1: Develop Public Safety and Policing Survey.** R+A will work with the City Manager's Office (CMO) and Saul Sarabia to develop a public safety and policing survey. This includes:

- Conducting one review and refinement of survey questions developed by the Police Chief's Advisory Panel (CAP).
- Participating in conference call to finalize questions.
- Posting final survey questions to SurveyMonkey or similar online tool.
- Creating paper copy of survey.

**Task 13.2: Distribute Survey.** R+A will work with the City to distribute the survey, including:

- Participating in a conference call with CMO, Saul Sarabia, and other City departments to develop a survey distribution strategy.
- Developing social media posts, email blast language, or similar based on existing communications framework.
- Working with Advance Planning staff to send targeted email communications to interested General Plan stakeholders.

**Task 13.3: Analyze Survey Results and Present Findings.** R+A will analyze and summarize findings from the survey. This includes:

- Analyzing data from public safety and policing survey.
- Creating PowerPoint summary of preliminary survey results, including participant demographics, for September CAP meeting for discussion.
- After September CAP, preparing summary report, including Administrative Draft and Final Drafts.

**Task 13 Deliverables**

- 13.1 Online and paper survey
- 13.2 Social media posts, email blast language, or similar
- 13.3 Preliminary results PPT; Admin and Final Survey

**Task 13 Scope Assumptions**

- Survey will not be a random sample of Culver City residents. Survey results will not be weighted to reflect the demographic profile of Culver City residents.
- CMO and Saul Sarabia will complete initial cleaning and organization of survey questions before providing questions to R+A.
- CMO will provide final approval of the survey questions before posting online, developing paper copies, and distributing the survey.
- City will print, distribute, and enter paper copies of the survey into the online survey tool.
- City will translate materials and provide interpretation services as needed.

2. Exhibit B (Schedule of Compensation) of the Agreement shall be amended by adding the following:

Consultant shall complete all the work and tasks described above for a total amount of compensation that does not exceed \$27,479.00, based on the below per task costs.

Fee Proposal Summary Culver City		Raimi + Associates				Labor Cost Per Task
		Principal (Raimi, Dorman)	Senior Associate (Yurkovich)	Senior Planner (Kruza)	Intermediate Designer (Medina, Hubbard)	
Hours per Task						
Task 13: Support for the Chief's Advisory Panel						
Task 13.1: Develop Public Safety and Policing Survey		2	8	8	12	\$4,820
Task 13.2: Distribute Survey			8		24	\$4,800
Task 13.3: Analyze Survey and Present Findings		12	20	35	40	\$17,320
Subtotal Task 13		14	36	43	76	
Billing Rate		\$210	\$180	\$160	\$140	
Total Firm Labor Cost		\$2,940	\$6,480	\$6,880	\$10,640	\$26,940
EXPENSES						
Office Expenses (Phone, Fax, Copies, etc.)					\$539	
Total Firm Expenses					\$539	
TOTAL PER FIRM					\$27,479	

3. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.
4. The effective date of this Amendment is the date it is signed on behalf of City.
5. The individual(s) executing this Amendment on behalf of each party is (are) authorized to execute this Amendment on behalf of said party. Each party has taken all actions required by law to approve the execution of this Amendment.
6. The Parties acknowledge and agree that this Amendment may be executed in counterpart, and by faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

RAIMI + ASSOCIATES

Dated: 8-21-20

By 

Matthew D. Raimi

NAME

President and CEO

TITLE

CITY OF CULVER CITY, CALIFORNIA

Dated: 08/24/2020

By 

John Nachbar  
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM

Serena Wright-Black

Serena Wright-Black  
Assistant City Manager

Lisa Vidra for

Carol A. Schwab  
City Attorney



CITY OF CULVER CITY

SECOND AMENDMENT TO STANDARD  
PROFESSIONAL SERVICES AGREEMENT

WITH: RAIMI + ASSOCIATES

FOR: GENERAL PLAN UPDATE (GPU) SERVICES  
(RFP #1802)

THIS SECOND AMENDMENT to Standard Professional Services Agreement is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and RAIMI + ASSOCIATES, hereinafter referred to as "Consultant."

WHEREAS, on June 25, 2019, City and Consultant (the "Parties") entered into a contract for consulting services to assist the City with its General Plan Update (GPU) (the "Agreement");

WHEREAS, on August 24, 2020, the Parties entered into a First Amendment to the Agreement in order to modify the scope of work and increase the compensation of the Agreement (the "First Amendment");

WHEREAS, the Agreement and First Amendment are collectively referred to as the "Amended Agreement";

WHEREAS, at its meeting of September 14, 2020, the City Council authorized this Second Amendment to Consultant's Professional Service Agreement to revise the Scope of Service to modify the tasks to be performed by Consultant; and

WHEREAS, the Parties desire to modify and revise the Scope of Service as set forth in the Agreement.


NOW THEREFORE, in consideration of the foregoing, City and Consultant mutually agree as follows:

1. The Scope of Services, as set forth in Exhibit "A", attached hereto and incorporated herein by this reference, shall supersede Exhibit "A" of the Agreement.
2. Except as expressly set forth herein, all terms and conditions of the Amended Agreement shall remain in full force and effect.
3. The effective date of this Second Amendment is the date it is signed on behalf of the City.

4. The individual(s) executing this Second Amendment on behalf of each party is (are) authorized to execute this Second Amendment on behalf of said party. Each party has taken all actions required by law to approve the execution of this Second Amendment.
5. The Parties acknowledge and agree that this Second Amendment may be executed in counterpart, and by faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.


RAIMI + ASSOCIATES

Dated: 10-5-2020

By   
Matthew Raimi  
President and CEO

CITY OF CULVER CITY, CALIFORNIA

Dated: 12/28/2020

By   
John Nachbar  
City Manager

APPROVED AS TO CONTENT:

  
Sol Blumenfeld  
Community Development Director

APPROVED AS TO FORM:


  
for Carol A. Schwab  
City Attorney

EXHIBIT A

CITY OF CULVER CITY

SECOND AMENDMENT TO STANDARD PROFESSIONAL SERVICES AGREEMENT

WITH: RAIMI + ASSOCIATES

FOR: GENERAL PLAN UPDATE (GPU) SERVICES

RFP #1802

SCOPE OF SERVICES

**Preamble**

The following is the scope of services for the Raimi + Associates (R+A) team (Consultant Team) for the Culver City General Plan Update and Environmental Impact Report (GPU). The Consultant Team includes the following firms in addition to R+A: Perkins + Will (P+W), Nelson\Nygaard (N\N), HR&A Advisors (HR&A), Environmental Science Associates (ESA), Sherwood Design Engineers (SDE), Urban Systems (US), Veronica Tam + Associates (VTA), the Cultural Planning Group (CPG), and RALLY. The scope of services defines the specific tasks and roles and responsibilities of each firm relative to the overall project. Tasks not specifically identified or described herein shall be considered “extra work” under the terms of the contract. The budget for the scope of work is included in Exhibit B. The level of effort for each task and by each Consultant Team member is included in the budget.

**Acronyms**

- AB = Assembly Bill
- the city = the place / the City = the agency
- CEQA = California Environmental Quality Act
- CNDDDB = California Natural Diversity Database
- CPA = Clean Power Alliance
- CPG = Cultural Planning Group
- EIR = Environmental Impact Report
- ESA = Environmental Science Associates
- GHG = greenhouse gas
- GPAC = General Plan Advisory Committee
- GPU = General Plan Update
- HCD = California Department of Housing and Community Development
- LOS = level of service
- MJHMP = Multi-Jurisdictional Hazard Mitigation Plan
- MMRP = mitigation and monitoring reporting program
- N\N = Nelson\Nygaard
- NOA = Notice of Availability
- NOC = Notice of Completion
- NOD = Notice of Determination
- NOP = Notice of Preparation
- OD = origin-destination trip method
- OPR = California Office of Planning and Research
- P+W = Perkins + Will
- PPT = PowerPoint
- R+A = Raimi + Associates
- RHNA = regional housing needs allocation
- RFP = request for proposals
- SB = Senate Bill
- SCAG = Southern California Association of Governments
- SDE = Sherwood Design Engineers
- TAC = technical advisory committee
- TAZ = traffic analysis zone
- TDFM = travel demand forecast model
- TDM = transportation demand management
- US = Urban Systems
- USFWS = U.S. Fish and Wildlife Service
- VMT = vehicle miles travelled
- VTA = Veronica Tam and Associate

## **Task 1: Project Initiation**

### **Task 1.1: Project Kick-Off Meeting**

The Consultant Team will hold a full-day kick-off meeting in Culver City to initiate the project. This meeting will include an overall team meeting, one-on-one topic-specific meetings with City staff, and a tour of the city. The topic-specific meetings with staff may be related to land use and growth, economic development, health and sustainability, transportation, and community engagement.

### **Task 1.2: Data Collection + Map Book**

The City will provide the Consultant Team with a comprehensive list of documents and data necessary to prepare the General Plan and Environmental Impact Report (EIR). Following delivery of materials, the Consultant Team will prepare a supplemental data request list to obtain additional data from the City. The Consultant Team will also review existing planning documents and technical reports provided by the City. As part of this task, R+A will create a “map book” that compiles all the GIS mapping data provided by the City. The map book will allow the Consultant Team to quickly review geographic data across a variety of topics.

### **Task 1.3: Project Work Plan**

R+A will develop a work plan broken out by scope task that specifies lead and supporting Consultant Team members, key work elements, major deliverables/outcomes, due dates, required City actions, and task status. The document will also outline methods of communication between Consultant Team members. The work plan will be a living document, updated throughout the GPU process.

## **Task 1 Deliverables**

- 1.1 Kick-off meeting agenda and notes
- 1.2 Data and document request memo and map book
- 1.3 Project Work Plan draft and final

## **Task 2: Community Engagement**

The following presents the Consultant Team’s overall approach and specific tasks for community engagement. The engagement process is divided into three phases, as shown below: 1) Visioning + Discovery, 2) Alternatives + Policy, and 3) Review + Adoption. The ultimate goals of the engagement process are to: expand the number and variety of people who participate in planning projects; provide a diversity of ways for the community to engage in the process; create new ways of the City engaging with the public; provide transparency and trust-building through the citywide planning process; receive feedback on key land use, transportation, economic, health, and other policy issues; and provide opportunities for the community to take ownership of the plan in preparation for implementation. The community engagement plan described below is ambitious and far reaching and will require a close partnership and shared ownership with City staff.

### **Task 2.1: Community Engagement Plan**

R+A and RALLY will prepare a community engagement plan that identifies outreach tools and platforms and the timing and responsibilities related to each activity. The engagement plan will help guide the outreach efforts but will remain flexible to evolve as we go through the planning process to course correct as needed. The engagement plan will include:

- A “sampling plan” with demographics for sub-populations including seniors, youth, neighborhoods, families, non-English speaking populations and others and methods of reaching each sub-population.
- Communication and messaging strategies developed by RALLY with a focus on reaching those who typically do not participate in the planning process.
- Key messages for the GPU process
- Engagement targets and measures of success
- Detailed engagement strategies by project phase
- Graphic schedule of engagement process

### **Task 2.2: Branding + Strategic Communications**

RALLY will develop a strategic communications framework tailored to Culver City’s specific needs and goals. R+A will prepare unique branding materials for the project. At a minimum, this will include a logo, color palette, document layouts and fonts, map template, workshop boards, meeting notices, and PowerPoint (PPT) presentation template. All public materials will use the branding identity.

### **Task 2.3: Email Distribution Database**

R+A will prepare a project email database from the City’s previous engagement activities and City lists. The database will be updated throughout the process and will use the list to distribute meeting notices, reports, summary meeting notes and newsletters. All communication via the database will be electronic and via email.

### **Task 2.4: Project Information Material**

R+A will develop a project information brochure that defines the purpose of the project, the project timelines, and ways that the public can get involved in the decision-making process.

### **Task 2.5: Project Website**

R+A will work with the City to create an interactive website for the project that allows for two-way communication of information. The website, which will include a unique URL, will include basic information about the project, documents produced for the project, meeting summaries, and meeting announcements, among other materials. The website will also include an interactive component, such as comment features, surveys, and interactive workshops whereby participants can complete workshop activities (see Task 2.10 below). At the end of the project, ownership and log-ins for the website will be handed off to staff.

### **Task 2.6: Stakeholder Interviews**

The Consultant Team will conduct up to 30 one-hour stakeholder interviews. Stakeholders will be identified with City staff at the beginning of the project and may include: City Council members, key business and advocacy organizations, and community leaders. R+A will prepare a brief memorandum summarizing the results of the stakeholder interviews. The stakeholder interviews will be held during two or three focused time periods in the city.

### **Task 2.7: GPAC Meetings**

R+A will work with City staff to hold and facilitate with the General Plan Advisory Committee (GPAC) comprised of 21 members fifteen (15) times during the process. The GPAC is strictly advisory and non-voting. R+A recommends that it meet about every other month during the planning process to provide high-level feedback on the project issues, including: the vision and guiding principles; land use and transportation alternatives; and health, economic development,



and other key policy topics. The GPAC would also serve as a sounding board for content for public workshops. Potential topics for the GPAC meetings are:

- Orientation including time for GPAC members to get to know one another
- Issues and opportunities
- Draft Community Engagement Plan review
- Vision and guiding principles; plan targets and outcomes
- Land use/design alternatives
- Sustainability, health, and equity
- Mobility and transportation
- Parks and open space
- Infrastructure and smart city
- Economic development
- Draft General Plan review

### **Task 2.8: TAC Meetings**

R+A will organize and facilitate a series of topic-specific technical advisory committees (TACs) to explore innovative General Plan topics beyond what the GPAC can cover. Each TAC would be comprised of about ±5 members, potentially including GPAC members and other volunteers from the community who have expertise in the specific topic or have expressed a deep interest. R+A will organize up to six (6) TACs, each of which will meet two or three times during the process, for up to twenty (20) TAC meetings total. The TACs will be an opportunity for a more informal exchange of ideas between participants. The TAC meetings will be informal, and each will require minimal preparation time, using existing materials prepared for other tasks. City staff will be responsible for forming the TACs and all meeting logistics. Topics include:

1. Transportation and mobility (N\N lead)
2. Quality of life: sustainability, health, parks (R+A lead)
3. Culture and arts (CPG lead)
4. Economic development (HR&A lead)
5. Housing (VTA lead)
6. Community safety (R+A lead)

The community safety TAC is a new addition. R+A will work with the City to establish an additional TAC related to community safety. This community-led policy-making process will help to reimagine safety. A core, diverse advisory team will lead this process to help define research questions and develop solutions based on community-identified issues, opportunities, and priorities. The community safety TAC will build on the community engagement and recommendations as part of separate efforts being conducted through the City Manager's Office, including the Police Chief's Advisory Panel. In tandem, these two efforts will inform a more robust discussion about community safety in the Safety Element of the General Plan Update. This TAC will meet up to five (5) times during the process. R+A will work with the community safety TAC to develop agendas; collect and summarize research and technical analysis; help facilitate community safety TAC meetings; and link work to the General Plan update.

Unlike other TACs, the community safety TAC is assumed to include additional data collection and analysis to inform policy development. This includes qualitative and quantitative understandings of how we define community safety, how we measure safety, and where and what resources might be reinvested to address structural inequities. This data analysis, along

with TAC discussion and data collection and recommendations from the Police Chief's Advisory Panel, will facilitate development of an enhanced policy framework for reimagining public safety in the General Plan Update, including development of GPU policy, actions, and metrics. City staff will be responsible for forming the TACs and all meeting logistics.

### **Task 2.9: Pop-Up Workshops + Community Events**

One of the major approaches to community engagement for the GPU will be to craft a process where we meet people where they are, rather than only asking them to come to a public workshop. As such, the Consultant Team recommends “pop-up” workshops or “intercept” meetings at planned well-attended events in Culver City at key junctures in the planning process. Coupled with this, R+A will create parallel survey materials for the project website (see description of surveys in Task 2.10 below) using the MetroQuest engagement software or other online survey platform. The pop-up workshops will be held at times and locations convenient for a wide cross section of participants (e.g., youth, young families, minority groups, and other traditionally-underrepresented groups) and materials will be translated into Spanish if needed. R+A will prepare materials for three distinct pop-up workshops during the following phases:

1. **Issues, Opportunities and Visioning.** This series will identify the issues facing the community, the opportunities for improvement, the strengths of the community and the overall vision and direction of the City. It will include key questions identified in the Request for Proposals (RFP):
  - a. What is precious here that we don't want to lose?
  - b. What is almost good that we need to make right?
  - c. What is terrible that needs to change?
  - d. What is missing?
2. **Sub-Area Alternatives.** During the alternatives phase, R+A will organize a series of pop-up workshops to obtain feedback on the alternatives. R+A's expectation is to create a series of boards for each major change area of the City and then hold pop-up workshops in that specific area.
3. **Policy Direction and/or Draft Plan.** Near the end of the citywide policy development or plan development phase or after the draft General Plan is released, R+A will hold a series of pop-up workshops to obtain feedback on the changes to the General Plan and a priority of implementation actions.

### **Task 2.10: Online Engagement + Surveys**

As a parallel process to the pop-up workshops, R+A will prepare online surveys using MetroQuest, SurveyMonkey, or other online survey platform to obtain feedback on General Plan direction. The surveys will be available through a link on the project website. We have found that online surveys are a great way to encourage many people to participate in the process but also for us to easily analyze responses by demographics, neighborhood location, and length of tenure in the city. R+A will provide a technical memo with the topline survey results; a detailed survey report is not included.

### **Task 2.11: Topic-Specific Videos/Surveys**

Coordinate, develop, and release topic-specific existing conditions videos and surveys to build community knowledge and understanding. Due to the COVID-19 pandemic, the engagement

toolkits/ambassador functions are no longer possible due to social distancing and stay at home orders.

### **Task 2.12: Community Workshops + Festivals**

R+A will organize up to seven (7) community meetings throughout the process. The format and structure of each will be different to reflect the specific topic. In R+A's experience, online surveys and pop-up workshops are important ways to obtain a large amount of feedback, but in-person meetings still have an important role in the process of updating a General Plan. Large workshops and open houses give residents and other stakeholders the opportunity to interact with City staff and one-another and create a sense of community and belonging.

The following is the initially agreed-upon flow of topics for the workshops. The specific flow and content of each will be determined during the update process in consultation with City staff.

- **Open House/Orientation.** At the beginning of the process, R+A will organize an Open House event to introduce the community to the project and provide background information on General Plans. It will also allow GPAC members to meet one another and community members. This event will be combined with the first GPAC meeting.
- **Vision Festival.** This festival will focus on confirming the long-range vision for Culver City, key issues and opportunities. The meeting could be organized as a festival with presentation, stations and interactive activities. To expand attendance, R+A will also include but is not limited to the following: food, music, art exhibits, kids' activities and/or other activities to make the event exciting and fun.
- **Alternatives Workshops (2).** During the citywide scenario development and the land use alternatives tasks, R+A will hold two workshops to discuss the land use, housing, urban design, public realm and mobility alternatives. This will include a brief walking tour at one workshop to allow residents to experience the area while thinking about the future.
- **Parks, Health, Environmental Justice, and Resilience Workshop.** R+A will facilitate a workshop focusing on the emerging issues of health, environmental justice, and climate resilience.
- **Policy Direction Festival.** Toward the end of the policy development phase of the project, R+A will organize a community festival to review the proposed General Plan direction for all major topics of the plan. As with the vision festival, this event will have a balance between fun activities (music, food, kids activities, etc.) and feedback on policies.
- **Draft General Plan Open House.** After the Draft General Plan is released for public review, R+A will organize an open house with stations on the various General Plan topics.

For each meeting, the Consultant Team will develop the workshop format and prepare the agenda and other materials and facilitate the meeting. City staff will provide logistical support and assist with staffing each event. R+A will also design an outreach flyer for each meeting/event that can be distributed via email and through existing City channels.

### **Task 2.13: Tactical Urbanism Demonstration Project**

As part of the pop-ups or as part of one of the community workshops, R+A, with assistance from the City, will prepare a tactical urbanism project to demonstrate one or more the concepts

proposed as part of the GPU. This could include modifications to roadway configurations, parklets, cultural/art interventions, smart city technologies or innovative environmental strategies.

#### **Task 2.14: In-House Staff Meetings**

At two points in the process, the Consultant Team will meet with City staff as a group to discuss various aspects of the project. These meetings will be informal and will use materials developed for other tasks. The first meeting will be an orientation to the project and the second meeting will be on either existing conditions or policy frameworks (during Task 6). R+A will prepare agendas and summary notes for each meeting. The first meeting will be held at the beginning of the project during the kick-off meeting and will provide an orientation to the project and a discussion of issues and opportunities in the City. The second In-House staff meeting will occur approximately 12-15 months into the project and will focus on policy development and/or review of draft policies. The exact timing of each meeting will be discussed with the City. The meetings will likely include executive and management staff but could also include others as needed.

#### **Task 2.15: Culver City Storybank**

R+A will work with City staff to develop a Culver City Storybank that features photos and stories from residents and businesses. R+A will develop up to three (3) rounds of digital communications to solicit stories and photos, including email blasts, website language, and social media posts. R+A will collect and review the stories and photos and incorporate them into the PictureCulverCity.com website, using them throughout the process including in community presentations and the General Plan.

#### **Task 2.16: Volunteer Communications Network**

R+A will work with the City to establish a Volunteer Communications Network to support the City's communications efforts to increase engagement of all residents and businesses in the GPU process. R+A will develop digital communications to establish the volunteer network, including email blasts, website language, and social media posts. In addition, R+A will make targeted phone calls to community-based organizations to develop the volunteer network. R+A will consolidate contact information for the list of volunteers into an Excel spreadsheet.

R+A will convene the Volunteer Communications Network on a monthly basis for up to six (6) months. After six months, City staff will become the primary point of contact for the network. It is assumed the first meeting will focus on orientation, including a review of the project, roles and responsibilities, and communications framework.

R+A will prepare materials for volunteers and will be developed in parallel with other outreach materials, including Existing Conditions Videos and Surveys and the Vision Survey. These materials will include project overview materials, surveys (or links to the surveys), email distribution language, and/or call scripts.

#### **Task 2 Deliverables**

- 2.1 Community Engagement Plan draft and final
- 2.2 Logo and branding package draft and final
- 2.3 Email distribution database
- 2.4 Project information brochure
- 2.5 Interactive project website
- 2.6 1-hour stakeholder interviews (up to 30); summary notes; interview protocol

- 2.7 GPAC meetings (15) materials and summary
- 2.8 TAC meetings (up to 20; 2-3 per TAC for up to 6 TACs) agenda and summary
- 2.9 Pop-up workshops/community events (3) materials and summary
- 2.10 Online surveys (3) to parallel the pop-up workshops
- 2.11 Topic-specific video series and surveys
- 2.12 Community workshops and festivals (7) materials and summary
  - Walking tour maps and questionnaire as a part of one of the alternatives workshops
- 2.13 Tactical urbanism demonstration project and summary; materials will be provided if within the budget
- 2.14 Staff meetings (2) agendas and summary
- 2.15 Storybank outreach materials (3 rounds); database of photos and stories
- 2.16 Volunteer Communications Network spreadsheet, outreach materials

### **Task 3: Discovery**

During this task, the Consultant Team will prepare a series of stand-alone technical existing conditions reports that summarize the current conditions and future trends for topics critical to the GPU. The existing conditions analysis will include the technical reports and studies listed below. The reports will be “technical” documents written for individuals with an advanced knowledge of the topic rather than the average member of the public with little to no knowledge of the topic. Each report will be written by a different consultant and tone, voice and structure will vary between the technical reports. Please note that some of the baseline existing environmental conditions will also be prepared during this time, serving a dual function as the existing setting section of the EIR and the background report for the General Plan. Each report or deliverable will include an administrative draft and a final draft. Additional rounds of review will require a budget amendment.

#### **Task 3.1: Review and Assess Existing Documents (R+A)**

Building off Task 1.2, the Consultant Team will review existing reports, studies, and work with staff to determine how the information should be incorporated into the General Plan. This will include the existing General Plan and zoning ordinance, regional planning documents, and other plans, studies, reports, and regulations that would provide additional information relative to the GPU effort. The deliverable for this task will be a matrix summarizing each document and how each should be incorporated into the General Plan.

#### **Task 3.2: Land Use, Public Realm, + Urban Design Existing Conditions Report (R+A, P+W)**

R+A and Perkins+Will (P+W) will prepare a land use, public realm, and urban design existing conditions report that provides an overview of the existing and allowable land uses in the city and the city’s major urban design and public space characteristics. Topics will include:

- Existing land use map and table, and changes since the adoption of the last General Plan (if available)
- General Plan designations and zoning districts
- Existing SCAG growth projections and opportunity sites/areas, including an analysis of whether the existing General Plan designations and zoning districts accommodate the amount of growth expected in the city

- Urban design character map and city structure (e.g., gateways, community focal points, activity centers, views, topography) with parallel community character photographic survey
- A typology of “place types” for the existing pattern of development and future land use (General Plan and/or zoning). To achieve this, R+A will tailor the place types embedded in UrbanFootprint to enable future modeling of development scenarios
- A detailed documentation of the public realm in the city including elements that both support and detract from the overall vision
- Neighborhood/sub-area maps and description of general character (building types, streetscape character) and potential level of change. Note that R+A will use the same sub-areas in the existing General Plan, unless other areas are identified in consultation with City staff
- A description of the housing conditions in the city including number and type of units, level of affordability and key housing initiatives
- A summary of the number, location, and condition of parks, open space preserves, recreation trails, and recreational facilities, including Ballona Creek
- The location of schools, public buildings, libraries and other public uses in the city

### **Task 3.3: Mobility + Transportation Existing Conditions Analysis (NN)**

Nelson\Nygaard (N\N) will summarize and analyze existing transportation and mobility facilities in the city, including streets and roadways, public transit, bicycle facilities, pedestrian facilities, and rail. N\N will evaluate existing conditions related to transit, bicycle, scooter, and pedestrian uses, and general complete streets principles as follows:

- **Existing Pedestrian, Bicycle, and Scooter Conditions.** N\N will prepare a map showing existing Class I-IV bikeways and will qualitatively describe the pedestrian, bicycle, and scooter circulation conditions within the city limits, and on regional routes and key connections to adjacent communities. N\N will describe journey to work pedestrian and bicycle and scooter mode share in Culver City and will provide an overview of Culver City’s Walk N Rollers Safe Routes to School Program and existing complete streets policies. N\N will refer to the Bicycle and Pedestrian Action Plan current being prepared by the City’s Public Works Department to support this task.
- **Existing Transit Conditions.** N\N will collect information on existing public and private transit options in the city (i.e., stop locations, frequency of service, etc.) and prepare a table summary of bus, shuttle, and train routes within the city and a citywide transit network map illustrating existing and proposed routes. N\N will describe journey to work transit mode share and vehicle ownership in Culver City and will work with City staff to determine existing issues and constraints of existing transit routes.
- **Parking and Curbside Conditions.** N\N will review existing parking requirements and policies to identify the potential for reduced rates, improved management, and shared opportunities. As emerging mobility trends seem to be shifting emphasis away from off-street requirements and toward the need for better curbside management, the Consultant Team will assess how Culver City should reposition its goals related to parking and curb access.

### **Task 3.4: Environmental Justice + Community Health Report (R+A)**

R+A will prepare an environmental justice and community health report. This work will be completed following communication with the Los Angeles County Public Health Department. Health topics that may be addressed (pending availability of information) will include life expectancy, physical activity levels, access to healthy foods, environmental pollution, respiratory health, heart disease, and other relevant data and indicators, as available. Where possible, the data will be compared to neighboring cities, the County, and/or the State.

Additionally, R+A will conduct an assessment to identify underserved and disadvantaged neighborhoods, as is required by SB 1000. The SB 1000 assessment will be based on policy guidance provided by the State Office of Planning and Research. R+A will collect and compare data from the Healthy Places Index, CalEnviroScreen, and the Regional Opportunity Index, among others. Using GIS and other qualitative information, this data will help identify underserved neighborhoods, (e.g. limited access to public facilities and parks) and understand exposure and vulnerability to safety risks and hazards, e.g. extreme heat, seismic risks, and flooding.

### **Task 3.5: Market Study (HR&A)**

HR&A will prepare an assessment of demographic, socioeconomic, real estate, and fiscal trends to inform:

- City wide and sub-city growth projections and future development character put forth in the Land Use, Housing, and Circulation Elements, among other General Plan Elements;
- Location of future infrastructure investments and funding and partnership strategies to support implementation; and
- Identification of opportunities for future development, City spending, policies, and programs to promote inclusive growth.

The topics to be covered in the Market Study will include:

**Socioeconomic, Demographic and Real Estate Trends.** HR&A will assess demographic, socioeconomic, and real estate market trends in Culver City and the region within the context of broader fundamental changes impacting the local economy and land use such as the evolving nature of retail and how people shop, where and how people work, expanding preferences for various types of housing, and technological disruption in transportation and lodging. HR&A will prepare a profile of the city's residential population and employment base, and examine key real estate indicators such as rents, sale prices, vacancy and absorption rates for residential, retail, office, and hotel use in the Culver City market area and compare it to regional and/or national market dynamics as appropriate. HR&A will refer to the Economic Development Study currently being prepared by the City's Economic Development Division to support this task.

**Vulnerability Mapping for Displacement Risk.** HR&A will conduct sub-area analysis at the city level and identify areas or neighborhoods in terms of their risk of displacement if new infrastructure or real estate investments injected. R+A will develop a displacement risk index for the city and its neighborhoods based on several variables including household incomes, race, ethnicity, household tenure, and education levels, among others.

**Growth and Long-Term Demand Estimates.** HR&A will then estimate potential demand for these land uses by examining household growth and turnover, resident and employee spending employment growth by sector, and visitation, using data from SCAG's regional projections,

historic trends, and other proprietary data sources. HR&A will examine the competitive landscape in terms of planned and proposed residential, retail, office, and hotel projects in the area that might absorb future demand. HR&A will estimate the scale of supportable development citywide over the next 20 years, which will serve as the basis of the land use strategies and related General Plan policies.

**Fiscal Health Assessment.** HR&A will evaluate major sources and trends in the City's General Fund revenues and expenditures to determine the degree to which the City is adequately diversified in its fiscal resources and can hedge against fiscal risk over the coming decades. HR&A will assess the General Fund revenues, and expenditures of selected peer cities on a per equivalent dwelling unit basis to benchmark Culver City's relative performance and fiscal health.

### **Task 3.6: Arts, Culture, and Creative Economy Report (CPG, HR&A)**

CPG, with support from HR&A and R+A, will develop a comprehensive Arts, Culture, and the Creative Economy Report for Culver City. CPG will work with WESTAF and its Creative Vitality Suite to analyze and provide reporting on the creative sector of Culver City. In addition, CPG will draw on information collected during its stakeholder engagement to inform the description and analysis of the city's creative ecosystem. R+A will map private, non-profit, and City owned/operated cultural assets. HR&A will conduct a related review of comparison cities (described below) focusing on those with a productive relationship between major employers and their cities' overall arts and culture sector.

The report will include, but not be limited to the following:

- Historical context
- Demographics/population
- Culver City's creative economy profile
- Current cultural assets
- Cultural participation
- Funding
- Public art
- Marketing and branding

As part of this task, HR&A will review selected successful local and national examples of cities that have adopted approaches to fostering robust creative ecosystems that leverage and expand cultural resources. HR&A will particularly focus on cities that have been able to draw partnerships among private, public, and non-profit sector entities to establish and sustain broad based and accessible cultural programming. HR&A will summarize key lessons from this precedent study in a manner that informs strategies and initiatives for Culver City.

### **Task 3.7: Climate Change, Sustainability, + Resilience Report (R+A, SDE, ESA)**

R+A, with input from Sherwood Design Engineers (SDE) and ESA, will prepare a comprehensive report of climate change, sustainability, and resilience in Culver City. R+A will consolidate existing policies and strategies into a single document, organized by topic. This assessment will help Culver City develop a strong basis for understanding the existing policy framework for sustainability and climate action and will help identify new policies and actions to incorporate into the General Plan. Pertinent City documents for the policy review may include: 'Energy-Only' Greenhouse Gas (GHG) Inventory, General Plan, Green Business Program, Safe Routes to



School program implementation, Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), and other climate action and sustainability-related policies and plans by the City.

Once consolidated into a matrix, the Consultant Team will review the policy framework, identify gaps, and recommend additional measures that the City can take to increase sustainability, reduce emissions, and adapt to climate change. The additional, proven strategies for will come from many sources, including the US Conference of Mayors Best Practices for Climate Protection, Carbon-Free City Handbook, California Air Pollution Control Officers Association, and R+A's experience developing sustainability and climate action plans for local governments.

In addition to City policies and programs, R+A will briefly summarize key State and regional regulations and programs that may impact Culver City. These may include Clean Power Alliance (CPA) participation, targets for GHG emissions from transportation (Sustainable Communities Strategies and SB 32), Net Zero Energy for new construction, CALGreen, and similar.

With regards to climate adaptation and SB 379, the climate change, sustainability, and resilience report will primarily rely on the MJHMP, supplementing that analysis with additional climate hazards - particularly extreme heat. R+A will overlay this spatial data with disadvantaged populations (identified during Task 3.4) to understand the location of those populations most exposed and vulnerable to extreme heat and other hazards. This additional layer of assessment will help Culver City layer additional goals, objectives, and actions in the General Plan to complement those in the MJHMP.

### **Task 3.8: Infrastructure Existing Conditions Report (SDE)**

SDE will assess the infrastructure conditions of the city using record data and reports. This work will include an evaluation of the water, sewer and storm water infrastructure at a city and regional scale. It will be important to perform a high-level supply and demand calculation of the city's water, including an evaluation of the potential supply and off-set using non-potable water. The consultant will use the information provided to them, which may include Water Management Plans, Urban Water Management Plans, various modeling reports, and Ordinances to inform the recommendations (per Task 6, Policy Frameworks). Meetings and thorough communication will be required with City staff.

### **Task 3.9: Environmental Background Report (ESA)**

The Environmental Background Report will examine existing natural and environmental resources and public facilities. The report will describe their value for conservation and protection, or any issues and development constraints. The environmental background report will inform goals and policies in the Safety, Conservation, and Open Space Elements as well as form the basis for the development of the existing conditions and programmatic analysis in the applicable sections of the Draft EIR (per Task 8 CEQA Compliance).

**Water resources and quality.** ESA will summarize the status of surface and groundwater resources within the city, including those associated with Ballona Creek. Any projected regional limitations to the groundwater supply will be identified. The regulatory setting and water quality of surface and groundwater resources in the planning area will be discussed. Typical pollutants in urban runoff will be qualitatively identified, and discussions of best management practices to reduce contamination will be included. Existing conservation and water quality control programs will be identified.

**Public facilities.** ESA will describe the public services/facilities provided to Culver City residents. Facilities leaders will be contacted to inventory existing and planned facilities and improvements, existing and projected demands and capacities, standards and funding sources to identify any deficiencies and to assess their ability to support existing resident needs as well as anticipated growth. Locations of these facilities will be depicted on base maps.

- **Police/Fire/Emergency Responders.** ESA will contact the Culver City police and fire department to identify current facilities, response times, performance goals, and planned facility improvements, training programs, and staffing increases.
- **Schools.** ESA will contact the Culver City Unified School District to identify current enrollment, student capacity, planned improvements, enrollment projections, funding mechanisms and other pertinent information.
- **General Government/Civic/Cultural Facilities.** ESA will compile information on general governmental services and civic facilities such as the libraries and city administrative buildings. The location, capacity, and any planned improvements will be identified. Information on cultural facilities such as the Veterans Memorial Complex will be compiled. Information will be obtained from appropriate facility staff.

**Noise.** Significant noise generators in the city include Interstate 405, arterial roadways, railroads, light rail, and industrial/warehouse land uses. Area roadways and non-residential uses within the city could also be secondary noise sources. The existence of existing industrial/warehouse or other non-residential operations within the city that may continue operation as other properties are developed will be considered in this section.

ESA will identify sources of noise in the city and prepare a summary of the federal, state, and local regulatory framework applicable to noise. A noise survey will be completed through long-term (24-hour) and short-term (15-minute) noise measurements at up to 30 locations (up to 6 long-term and up to 24 short-term or up to an equivalent combination thereof in consultation with the City). ESA will prepare existing noise contours along major highway, primary arterials and major streets, along existing rail lines, and along zoning designations separating noise-generating uses from residential or mixed-use zones. Existing noise contours will be developed based on existing ambient noise data and computer noise model. The traffic noise model will be based on computer noise prediction models that incorporate Federal Highway Administration Traffic Noise Model. Rail noise will be modeled based on the Federal Transit Administration Transit Noise and Vibration Impact Assessment (2006). Airport noise will be taken from existing published sources such as from the Federal Aviation Administration.

**Natural resource areas and biological resources.** ESA will collect and review available existing information on biological resources and/or jurisdictional features within or adjacent to the city's planning area; and search the National Wetlands Inventory data layers, U.S. Fish and Wildlife Service (USFWS) database of threatened and endangered species, USFWS Designated Critical Habitat, California Natural Diversity Database, and the California Native Plant Society's Electronic Inventory of Rare and Endangered Plants of California within an about three-mile radius of the city. Additionally, California GAP Vegetation Analysis in conjunction with Google Earth aerial imagery will be assessed to broadly identify locations of potentially sensitive vegetation communities that may provide habitat for special-status plants and wildlife.

Recent literature available as reference documents include the 2016 Urban Biodiversity Assessment: Baldwin Hills Biota Update prepared by the University of Southern California for the Baldwin Hills Conservancy, Appendix D Biological Resources of the 2017 Ballona Wetlands Restoration Project EIS/EIR prepared by the California Department of Fish and Wildlife and the U.S. Army Corps of Engineers, and the 2015 Culver City Urban Forest Master Plan.

This research will be summarized in the Background Report and will be used: (1) to develop a list of threatened and endangered and special status species with potential to occur within the planning area, and (2) to locate and assess the quality and approximate quantity of sensitive habitats/vegetation communities within the planning area. ESA will also describe the regulatory setting and current policies and programs to conserve and protect biological resources, any Habitat Conservation or other regional plans applicable to the planning area, and the potential impact of existing and planned development patterns on biologic diversity and ecologic sustainability of plant and wildlife habitats. The effort will provide a constraints level analysis in describing biological resources and mapping habitat by aggregating this analysis of available resources. Limited field work will be conducted at Baldwin Hills and along Ballona Creek.

**Historic and Cultural Resources.** ESA will conduct appropriate record searches, a Sacred Lands File search, reviews of historic and geologic maps and a geoarchaeological review to address subsurface sensitivity. Data gathered for each resource type will be mapped to identify areas of relative sensitivity. Alongside review of background research and other materials retained in local historical archives, ESA will conduct a windshield survey of the city. Here, specific attention will be paid to areas of anticipated development, including Fox Hills, downtown, and Sepulveda/Jefferson corridor. This economical approach will offer insights into concentrations of previously-unidentified historic resources.

Following the research and analysis stages of the process, ESA will prepare a technical report detailing the results of the research and studies described above and providing pertinent information on the sensitivity for all such resource types across the General Plan area.

**Hazards.** Based on readily available information identified in the MJHMP, ESA will prepare hazard maps that identify earthquake faults, liquefaction, flooding, hazardous materials, fire hazard severity, and soil hazards. ESA will describe existing hazards and identify how climate change could affect and exacerbate existing natural hazards.

### **Task 3.10: Smart City Background Report (Urban Systems [US])**

US will prepare a report assessing the status of technology and data-related issues in Culver City and the potential for weaving key Smart City principles throughout the urban fabric as a means of improving and enhancing community quality of life. The report will analyze how the City can capitalize on innovative initiatives already underway and seamlessly integrate emerging technology, digital tools, and data to enable a connected citizen experience. Key topics to review include analytics, automating processes, digital tools, workflow trackers, data management programming, and more.

### **Task 3.11: Retrospective Evaluation of General Plan (R+A)**

R+A, working closely with City staff, will conduct a review of the existing General Plan goals, policies, and programs to identify the sections that may need to be updated, to be presented in an existing General Plan evaluation memo.

R+A will undertake an evaluation of which programs and strategies have been successful in the years since the plan was adopted, and which have not. This task will be undertaken in conjunction with City staff and will rely on staff's evaluation of the General Plan. R+A will provide an easy-to-use evaluation worksheet to allow staff to review and comment on the policies.

R+A will review and summarize the applicability of recent State regulations that impact the General Plan process, including SB 1000 (environmental justice), SB 379 (climate adaptation), SB 743 (VMT and LOS), and AB 1358 (Complete Streets), among others.

The result of this task will be a clear list of any sections (or goals and policies) of the General Plan that should remain unchanged, and any sections that should be modified or discarded during the GPU process. The methodology developed during this task will also lay the ground work for evaluation of the General Plan in the years following adoption.

### **Task 3.12: Performance Metrics (R+A)**

R+A will work with staff to develop a series of draft indicators/metrics appropriate for evaluating intended plan outcomes and performing a quantitative assessment of implementation success. These will then be refined during final General Plan development. Indicators will be adapted from a combination of Consultant Team expertise and other relevant sources such as UrbanFootprint, STAR Communities, LEED-ND, among others. R+A will then use these indicators to inform the plan alternatives, set targets and track progress over time.

### **Task 3.13: Funding Matrix (HR&A)**

HR&A will research major capital funding sources as well as potential funding sources to support program operations and delivery and outline qualifying criteria and implications for each source. These funding sources may include, but are not limited to:

- Tax increment financing tools, such as Enhanced Infrastructure Financing Districts and Community Revitalization and Investment Authorities;
- Philanthropic and social investment tools, such as social and environmental impact bonds (e.g. "pay for success") and various tax credits, as appropriate;
- Special assessment districts;
- Potential new or expanded local taxes and fees;
- State and Federal programs including allocation of new bond funding, Opportunity Zones, GHG reduction efforts (Cap and Trade) etc.
- Earned income sources, such as leveraging City real estate assets and parking revenues.

The funding matrix will help the City to organize its initiatives around appropriate and available funding sources and will ultimately provide a reference point for implementation of policies, programs, and projects identified throughout the process and beyond completion of the plan.

N\N will provide HR&A with support in developing a funding matrix to identify financing sources for potential recommendations. Detailed criteria will be provided for each source, which can be used as a checklist to vet the plan, and recommended policies meet the requirements for funding. The Consultant Team ultimately wants their recommendations to reflect Culver City's fiscal and political environment to ensure that options are achievable. Identifying and understanding funding sources up front will help keep the GPU visionary yet achievable.

In preparation for the implementation of the General Plan, the Consultant Team, led by HR&A, will prepare a preliminary list of likely federal, State and regional grant funding sources that could

be used to fund programs and actions identified during the process. For each funding program, the Consultant Team will identify the eligibility, funding requirements, timing and any specific criteria needed to apply for the grant. Identifying this information early in the process will ensure that criteria and data can be actively incorporated into the update process.

#### **Task 3.14: Community-Facing Fact Sheets (R+A)**

Using all the information from Task 3, R+A will prepare up to six (6) two-page topic- and/or area-specific fact sheets, using infographics, statistics, and diagrams. The purpose will be to support the engagement process and to illustrate the demographic and socio-economic conditions in the city. Potential topics include: a community snapshot; land use; parks and open spaces; health; transportation; and/or fact sheets for different sub-areas of the city (e.g., downtown, Sepulveda, etc.).

#### **Task 3.15: Greenhouse Gas Inventory (ESA)**

ESA will prepare a community-wide and municipal operations greenhouse gas (GHG) emissions inventory for all sectors. These sectors include energy, on-road transportation, off-road vehicles and equipment, solid waste, wastewater treatment, and refrigerants. For the energy sector, ESA will use the energy-only inventory being prepared separately by the City's Public Works Department.

ESA will develop the community-wide and municipal operations inventories for the same calendar year being used for the energy inventories (2017) using methods consistent with current best practices, including the U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions (ICLEI 2012 Protocol), the Global Protocol for Community-Scale Greenhouse Gas Emission Inventories, the Local Government Operations Protocol. Where appropriate, ESA will draw on methods from the California Air Resources Board, the South Coast Air Quality Management District, and other sources as applicable. ESA will compile inventory activity data in excel worksheets and enter these data into the web-based ClearPath tool from the Statewide Energy Efficiency Collaborative to calculate GHG emissions. This will ensure that the information is integrated with the city's energy emissions data, is easily accessible and easily revised, and that the GHG emissions results can be compared across inventory years (if future inventories are prepared by the City).

This task includes the following activities:

**Coordination and Meetings.** ESA will coordinate with City staff to identify key existing documents, data needs, and data collection and management to support subsequent tasks. ESA will also provide an in-person presentation of the final GHG Inventory Report to the City Council and participate in ongoing phone meetings with City staff throughout the project.

**Determine Inventory Methods.** ESA will prepare a Data and Methods Memorandum to present the data sources and calculation methods that we recommend for developing the community-wide and municipal non-energy inventories. ESA anticipates preparing the inventories for the same year being used for the energy-related GHG inventories (2017), using the most recent data available, including VMT data provided by the City's traffic consultant, Fehr and Peers (F&P). ESA will consult with the City to determine the most appropriate and optimal year based on all factors to be considered.

**Data Collection and Analysis.** ESA anticipates including the following non-energy-related sources in the inventories. For those sectors marked with an asterisk (\*), the accuracy and completeness of emissions estimates will depend on data availability:

<b>Community Sector</b>	<b>Municipal Sector</b>
On-road transportation	Vehicle Fleet: on-road vehicles
Commuter and freight rail *	Employee commute
Off-road vehicles and equipment	Vehicle Fleet: off-road vehicles and equipment
Solid waste	Solid waste
Wastewater (fugitive emissions)	Wastewater (fugitive emissions)
Refrigerants (HFCs) *	Refrigerants (HFCs) *

**GHG Emissions Quantification and Report.** After the data collection process is complete, ESA will prepare community and municipal GHG inventories for the year 2017. ESA will endeavor to ensure that all significant and appropriate sources of emissions are included; the boundaries, assumptions and methods used to quantify GHG emissions are sufficient for future climate action planning; and the methods are clear, easily replicable, and allow for future benchmarking to California state-wide emissions and to other counties in the region and across the state.

The inventory development process will enable the City to rank emissions sources according to their contribution and to identify their relative significance in an overall emissions reduction strategy (if this is of future interest to the City), both for municipal operations and within the community.

ESA will use ClearPath to quantify emissions and present the community and municipal GHG inventories. Results will be summarized in a brief report that includes assumptions, inventory methods, data sources, and emission trends. The results will be presented so that the City can compare emissions by sector across inventory years and provide a solid foundation for future GHG reduction planning.

ESA will compile results and methodologies into a draft GHG Emissions Inventory Report inclusive of the community and municipal inventories, inclusive of the energy-related emissions inventories. Following review by the City, ESA will complete a final GHG Inventory Report.

### **Task 3.16: Housing Element Technical Report (VTA)**

VTA will complete a Housing Element Technical Report. The report will include the following:

**Evaluation of Current Housing Element.** The Housing Element must include an evaluation of the effectiveness and appropriateness of the housing programs contained in the City's current adopted Housing Element. VTA will complete a review that takes into consideration the market conditions and funding environment.

**Housing Needs.** VTA will prepare a complete housing assessment and needs analysis consistent with State Housing Element law and California Department of Housing and Community Development (HCD's) Completeness Review Checklist, using 2010 Census, the most current five-year American Community Surveys, Department of Finance estimates, and other current data as available.

Housing affordability is a key local concern given the escalated housing prices in the community and region. The discussion on housing affordability will expand from the typical Housing Element

focus on lower and moderate-income households to include those earning middle incomes and not qualify for public assistance.

The needs assessment will also address the housing needs of special groups in the City. Besides the typical groups identified in State law (namely the elderly, disabled, homeless, farmworkers, female-headed households, and large households), this Housing Element update may consider including discussions on other groups specific to Culver City, such as college students, artists, and workers from the tech and film production industries.

**Housing Constraints.** In this section, VTA will address potential governmental and non-governmental constraints to housing production, preservation, and improvement, including environmental and infrastructural constraints. Factors to be reviewed include market, governmental, environmental, and infrastructural constraints.

Considering the recent changes to State housing laws (including the 2017 Housing Package and the Accessory Dwelling Unit regulations), VTA will review and update the Constraints section comprehensively to identify new impediments to housing production and preservation, and zoning/regulation changes necessary to comply with State law and/or to implement the new General Plan.

**Housing Issues Summary.** VTA will prepare a summary of issues to highlight some of the key housing and demographic changes in Culver City, and emerging housing market and development trends. This issues summary will touch on concerns such as neighborhood compatibility, mismatches between housing types and needs/affordability, and equity issues such as displacement and gentrification, relationship between housing and parks as it relates to homelessness, and potential displacement due to parks investments. VTA will coordinate with the Consultant Team to address equity issues as they relate to housing resources and opportunities.

### **Task 3 Deliverables**

- 3.1 Document review matrix
- 3.2 Land Use, Public Realm, and Urban Design Existing Conditions Report
- 3.3 Mobility and Transportation Existing Conditions Analysis
- 3.4 Environmental Justice and Community Health Report
- 3.5 Market Study Report
- 3.6 Arts, Culture, and Creative Economy Report
- 3.7 Climate Change, Sustainability, and Resilience Report
- 3.8 Infrastructure Existing Conditions Report
- 3.9 Environmental Background Report
- 3.10 Smart City Background Report
- 3.11 Existing General Plan Evaluation Memo
- 3.12 Performance Metrics Matrix
- 3.13 Funding Matrix
- 3.14 Fact Sheets (up to 6)
- 3.15 GHG Inventory
  - Inventory Data and Methods Memo, including socioeconomic and land use assumptions (draft and final versions)
  - Municipal Data Collection Templates
  - Community and Municipal GHG Inventory for 2017, compiled in MS-Excel workbooks and in ClearPath

- Community and Municipal GHG Inventory Report (draft and final versions)
  - ESA in-person presentation of the GHG Inventory Report to City Council
- 3.16 Housing Technical Report

#### **Task 4: Citywide Visioning**

After the Discovery phase, the Consultant Team will initiate the citywide visioning phase. This phase will involve a significant community engagement effort using the methods described in Task 2. The purpose of this phase will be to explore the pros and cons of different patterns and amounts of growth, to hone in on an overall city vision and to develop guiding principles. In addition, the Consultant Team will identify the key General Plan strategies to implement the vision (e.g., revitalize the Sepulveda/Jefferson corridor or transform Ballona Creek) and identify numeric targets to guide the development of more specific General Plan policies and programs.

##### **Task 4.1: Citywide Scenarios**

At a citywide scale, the Consultant Team will identify various scenarios expressing alternative futures, with differing focused locations for change, varying densities, and different amounts of development. For example, we can explore buildout under the existing General Plan and zoning compared to scenarios that increase the height limit in key commercial or mixed-use areas, increase development in certain residential neighborhoods, and/or focus growth on the Downtown over other areas. R+A will use UrbanFootprint to examine impacts of growth under different scenarios to achieve citywide targets and outcomes.

UrbanFootprint can provide detailed information on housing units, jobs, percentage of residents and employees within walking distance of high-quality transit, GHG emissions per capita and mode split. These scenarios can help the public understand how various development decisions can help or hinder criteria that impacts the quality of life in the city.

##### **Task 4.2: Vision + Guiding Principles**

Developing the vision and guiding principles will be a critical stage of the entire GPU and will involve significant public engagement. Through workshops, small group discussions led by General Plan ambassadors, and pop-up workshops (see Task 2), the Consultant Team will explore how individuals envision the future of their City and the most important values of community and identity. This information will be summarized in a new or updated vision statement and a list of “guiding principles” or “community values.” The guiding principles can be used to evaluate General Plan alternatives developed later in the process. The vision and guiding principles will be presented to the GPAC and City Council to approve the direction prior to moving forward into more detailed analysis and policy development.

##### **Task 4.3: Vision Diagram + Key Strategies**

Building off the community engagement process and the vision and guiding principles, the Consultant Team will summarize the overall major components (or “big ideas”) that the General Plan will put forward. This could include areas of the city to focus new development (such as Sepulveda Gateway), natural areas that could be enhanced (such as Blair Hills), major transportation improvements, or new policy directions such as addressing health or economic disparities or improving housing affordability. A look at sustainable infrastructure to solve issues around aging infrastructure to handle growth and land use change will be provided. This will also include an assessment of key areas that may be prioritized in terms for capital improvements through the opportunities around sustainable systems. The major physical strategies will be diagrammed so they can be easily communicated.



#### **Task 4.4: Citywide Targets + Outcomes**

The Consultant Team will identify numeric targets and high-level outcomes to be achieved within the time frame of the updated plan. The targets will be used to develop policies and programs in the plan and to track progress of the plan over time. Example targets that we have used in other communities are sustainability goals such as carbon, waste, energy, water neutrality by a certain date; trip caps for all or part of the city; Vision Zero; or numeric parks targets such as all residents live within a quarter mile walk of a park.

#### **Task 4 Deliverables**

- 4.1 Citywide scenarios (PPT with maps and summary results; draft and final)
- 4.2 Vision and guiding principles (draft and final)
- 4.3 Vision diagram and key strategies (draft and final)
- 4.4 Citywide targets and outcomes matrix (draft and final)

#### **Task 5: Land Use, Urban Design, + Transportation Alternatives**

##### **Task 5.1: Neighborhoods, Districts, + Corridors**

The Consultant Team will comprehensively study Culver City's urban form, understanding that the city is an intricate fabric made up of distinct neighborhoods, corridors, and districts. The Consultant Team will apply advanced data-gathering and analysis methods to verify, and where appropriate, recommend adjustments to the neighborhood boundaries presented in the existing Land Use Element (Figure LU-8). Beyond residential areas, the Consultant Team will further deconstruct and divide the city as appropriate into districts (which are typically employment or activity-based, such as where the studios are clustered), and corridors (which are usually linear commercial strips such as Washington Blvd or Sepulveda Blvd). This task will prepare the Consultant Team for the following exercise regarding change and stability, and the product will be a series of maps.

P+W will use data mapping, analysis of publicly available data, including social media, and field surveys to document the urban morphology of Culver City. The Consultant Team's goal will be to gain an understanding of the physical and programmatic forces that shape the experience and identity of neighborhoods, districts, and corridors. The study may include:

1. Scale assessment: building height, building footprints, lot size, lot frontage, street width, and prevalence of certain building features;
2. Program mapping: land use mapping with a special focus on destination-making clustering effects, e.g., concentration of design, art, and dining around Helms Bakery District;
3. Transportation mapping: street network, bike infrastructure, pedestrian infrastructure, etc.

##### **Task 5.2: Areas of Change + Stability**

Building upon the analysis and mapping processes in Tasks 3.2 and 5.1, the Consultant Team will identify areas of change and areas of stability at the neighborhood, corridor, and district level. The Consultant Team use data analysis to document areas of development activity. The Consultant Team will look to City staff for their instinctive knowledge about development interest and ongoing planning activities in areas throughout the city. Based on this information, the Consultant Team will prepare a map that identifies areas in the city where no land use designation change, and little or no physical change are anticipated (areas of stability, maintenance, and/or enhancement), areas where incremental change is anticipated (areas of

change or evolution), and areas in which transformational change is envisioned (areas of transformation).

Two areas will be of interest: 1) those that are transforming most rapidly, and 2) those that are showing little development interest even though their transformation would significantly enhance the city. These maps and analyses will be used to identify where, if any, land use designation changes are required to accommodate new development or a new community vision.

### **Task 5.3: Team Working Meeting**

After the initial research and identification of areas of change, key members of the Consultant Team will hold a multi-day (three or four days) working meeting in Culver City with key members of the Consultant Team to develop land use + transportation alternatives, meet with stakeholders, work with City staff to develop and resolve policy alternatives, and collaboratively develop conceptual ideas and a public realm framework. This workshop will also allow us to present the Consultant Team's mapping and data findings to City staff. This is an opportunity to discuss and even challenge R+A's findings. Note that not all Consultant Team members will be at working meeting for the entire time. Additionally, the working meeting may coincide community engagement activities.

### **Task 5.4: Alternatives for Areas of Change**

For each of the identified change areas, the Consultant Team will prepare up to three (3) land use and urban design alternatives that vary in terms of land use, density or intensity, public space emphasis, and mobility and parking. Each proposed alternative will be illustrated through a series of graphics and diagrams that present:

- **Land Use and Development.** Each alternative will propose a different mixture of uses, allowable maximum heights and densities, and total amount of new growth.
- **Building Design/Character.** The Consultant Team will prepare an alternatives map with precedent photos of representative buildings, place types, and architectural character to match the proposed urban design.
- **Circulation.** N\N will identify future roadway, transit, and active transportation networks required for the anticipated levels of change or growth based in part off guidance from both City staff and the public input process.
- **Open Space/Public Realm.** R+A will identify proposed future parks and open space networks and alternative approaches to expanding parks and open spaces. As needed, P+W will include illustrations or renderings of the proposed public realm.

### **Task 5.5: Alternatives Analysis**

The Consultant Team will prepare a "matrix-level" analysis of the alternatives in a PPT presentation, which may include details such as the number of jobs, housing units, economic benefit, transportation impact, and others (as needed). This analysis will help determine the overall capacity of the transportation system and the relative ability of each alternative to satisfy the City's mobility goals. The Consultant Team will perform four separate analyses for each alternative:

1. **Land Use Impacts.** For each area-specific alternative, R+A will use UrbanFootprint to model the land use, transportation, health, and environmental impacts. The analysis will

result in metrics that compare the alternatives in terms of transportation, health, environmental, and economic outcomes. Note that only analyses readily available in UrbanFootprint will be used.

2. **EIR Impacts.** ESA and F&P will meet with City staff to discuss CEQA strategy regarding the three (3) areas of change and area alternatives. ESA, working with other team members, will identify aspects of the alternative development that could result in findings of significant effect and suggest adjustments that would serve to minimize such effects.
3. **Fiscal Impacts.** HR&A will support the Consultant Team in its evaluation of proposed General Plan land use, urban design, and transportation scenarios by providing a high-level qualitative assessment of their relative fiscal implications and market-responsiveness. This assessment will demonstrate the fiscal tradeoffs and relative market strength among alternatives and will provide commentary on each alternative's risk factors and opportunities.
4. **Mobility Analysis.** N\N will develop a matrix-level assessment of mobility performance for each alternative regarding their alignment with the City's mobility goals. The assessments will be qualitative based on national and statewide data and best practices regarding the typical outcomes for various approaches. This high-level assessment will help to frame the trajectory of transportation investments as input to more programmatic capital budgeting going forward.

These alternatives and their costs and benefits will be presented at community meetings, pop-up workshops, and through online engagement. The preferred direction for each area will then be presented to the City Council and Planning Commission at a study session.

#### **Task 5.6: Select Preferred Direction**

Through an extensive public process that will include input from public workshops, City staff, and the Planning Commission and City Council, the alternatives will be vetted, discussed, and evaluated. The Consultant Team will learn from community members and stakeholders and welcomes their input in a variety of meaningful ways. While we may not always be able to do everything the community asks, we can incorporate feedback into the alternatives and arrive at a preferred plan with significant buy-in.

At the end of this process, the preferred direction for each of up to three change areas will have been selected and refined. This finalized approach will present a clear picture of land use, open space, development intensity, circulation, and an economic framework for the continued evolution of each change area. It is assumed that the final direction for each area will represent a combination of elements from project alternatives. It is anticipated that elements of the transportation plan will include enhancements to the connectivity, functionality, and safety of all transportation modes through smart transportation management and a complete streets approach. The preferred alternative will be reviewed and approved by City staff, the Planning Commission and/or City Council.

#### **Task 5.7: Analysis of Preferred Direction**

Following the selection of the preferred alternative for each change area, the Consultant Team will review the selected approach for effectiveness and market feasibility. This step will ensure that plan recommendations lead to the desired results. R+A will re-run prior analyses from Task 5.6, assuming proposed recommendations and policies are in place, including a multi-modal

transportation analysis by N\N and land use, GHG, environmental and health analysis using UrbanFootprint.

### **Task 5.8: Growth Projections**

The Consultant Team will build on the existing conditions analysis and the previous work completed in Task 5 to develop detailed growth projections with parcel and/or TAZ level allocation by land use type. These scenarios will incorporate both regional economic trends (“top down”) as well as existing land use (“bottom up”) considerations. These growth scenarios will be designed to inform policy considerations and environmental review later in the process. The final deliverable will be a memo describing R+A’s approach to the projections and summarizing the overall growth assumptions.

### **Task 5 Deliverables**

- 5.1 Map of neighborhoods, districts, and corridors (draft and final)
- 5.2 Map of areas of change and stability (draft and final)
- 5.3 Team working meeting materials, including PPTs and agendas as needed
- 5.4 Land use/design alternatives for three (3) areas of change
- 5.5 Alternatives analysis summary in PPT
- 5.6 Preferred direction memo for change areas identifying implementation strategies
- 5.7 Final growth projections memo

### **Task 6: Citywide Policy Frameworks + Technical Analysis**

Each Consultant Team member will prepare a memorandum outlining the proposed changes to the goals and policies for each Element of the General Plan listed below. This framework memo will list the goals, policies, and implementation actions that should be incorporated into the General Plan, those that should be deleted and changes to existing goals, policies and implementation actions. If needed, members of the Consultant Team will prepare policy alternatives for major policy issues facing the City. In this task, the Consultant Team will work with City staff, City Council, GPAC, TAC(s), other boards and commissions as needed, and the community to resolve key issues identified during Tasks 2-4 and any topics that are required under State law. The policy topics described below will closely mirror the plan elements to be completed under Task 7.

#### **Task 6.1: Land Use (R+A)**

R+A will develop a policy framework for land use based on the preferred alternative selected during the process, including:

- Modifying land use designations and the land use map to reflect new market conditions, changes in land use and zoning, and potential for new growth in certain areas of change.
- Developing a vision, intent, policies and implementation actions for each sub-area of the city; e.g., specific neighborhoods, districts and corridors
- Incorporating policies from applicable policy documents where necessary; e.g., Draft Inglewood Oil Field Specific Plan, comprehensive plans, strategic plans, designs for development, among others
- Developing policies for preservation and enhancement of existing single-family neighborhoods
- Creating policies to stimulate and encourage the provision of “missing middle” housing types
- Addressing other land use topics that are identified during the process

**Task 6.2: Public Realm + Urban Design (P+W)**

Leveraging their design expertise, P+W will lead the development of policies and goals, with supporting photographic images, around elevating the public realm in Culver City, including:

- **Public spaces.** Creating high-quality public spaces through arrangement of streetscapes, materials, landscape, and buildings with a focus on identity, accessibility, human comfort, connectivity, and safety
- **Landscape and open space.** Existing and new open space opportunities, urban street tree canopy consistent with the City's Urban Forestry Management Plan, and Ballona Creek
- **Urban design.** Context-appropriate buildings, opportunities for unique and context-shaping architecture, treatment of ground floors, entrances, and interfaces with the public realm

**Task 6.3: Mobility (N\N)**

Based on idea-generation from community conversations and exploration of existing conditions, N\N will develop a citywide mobility policy framework that focuses on policy opportunities for Culver City to dramatically innovate and improve the transportation system in upcoming years, including:

- **Vision Zero.** As the City explores Vision Zero goals to reduce the number of people killed or seriously injured in traffic collisions, N\N will leverage their national experience framing street safety policies, guiding the appropriate data and policy approach that delivers the most impact within Culver City. N\N will refer to the Bicycle and Pedestrian Action Plan current being prepared by the City's Public Works Department to support this task.
- **Rethink Transportation Performance Metrics.** Culver City's tools for measuring the success of its transportation system should follow from the larger goals of the City, established in this GPU. While it is important to measure congestion, LOS is not always the best metric, since it focuses on individual intersections rather than corridors. Culver City must measure the success of all modes of transportation, not just the car. N\N will work with F&P as they identify near and long-term strategies to update the City's CEQA analysis to include VMT-based impact criteria and provide guidance for officially transitioning from LOS to VMT based CEQA evaluation to support the City's compliance with long-term SB 743 implementation requirements. This will involve representatives of N\N participating in key meetings F&P has with Culver City staff to develop the VMT guidance, in order that general plan goals and approaches can be incorporated consistently.
- **Emerging Mobility.** Not since the mid-20<sup>th</sup> century have new tools, information and mobility options so profoundly changed the way we evaluate, plan, and build transportation infrastructure. The GPU cannot anticipate every technology change coming up, but rather should ensure it positions Culver City to critically examine its role as mobility enabler, and leverage as much positive gain as possible from these shifts.
- **Transportation Demand Management (TDM).** What is the next generation of demand management tools and how might Culver City leverage them citywide? How can innovative TDM and first/last mile policies and projects support the city's emerging status

as a transit-oriented community? The city's burgeoning employer market and demand for new residential development also create major potential for TDM measures to help shape the next chapter of the built environment as multimodal. Lastly, as the future of parking demand becomes shakier, what is the appetite for acknowledging the reduced need for parking in the future, and the opportunity to plan for that future today?

- **Transportation Equity.** To make equity more than a slogan, it first must be defined. Transportation equity should include a focus on: running an inclusive process, remembering our history, focusing on outcomes, measuring success and failure, addressing displacement, and tracking financial investment to see if the community's values are being carried forward into action.

The appropriate N\N leader, leveraging their multimodal expertise across the firm, will explore each policy area outlined above. Some may lead to alternative creation and analysis. Each topic will cross-pollinate within the mobility policies and among broader General Plan thinking. N\N sees this step as the essential opportunity to raise the big picture policy ideas Culver City should consider and further develop their direction.

#### **Task 6.4: Economic Development (HR&A)**

Based on the analysis of existing conditions and City and stakeholder input received in Task 3.4, HR&A will articulate a draft vision for the future of the City's economic development agenda expressed in the form of targeted goals, policies, and actions tethered with broad responsibilities and performance metrics. HR&A will evaluate tools and strategies that will optimize economic development opportunities in the city and draft recommendations to focus on topics such as the creative economy, business development and retention, partnerships with non-profit organizations and other institutions, and incentives for targeted business investments. The recommendations may also identify key land use development opportunities, strategies to promote equitable development and opportunity, multi modal connectivity improvements, and public realm improvements.

#### **Task 6.5: Cultural (CPG, HR&A)**

CPG, with support from HR&A, will develop a policy framework for the City's arts, culture and creative sector based on the community's vision, distinct characteristics, and strategic opportunities arising from the general plan process. The intention is to assist the City to leverage strategic opportunities and identify investment priorities in the city's cultural and creative ecosystem, based on the potential for meaningful community impacts. The policy framework will encompass a clear set of goals, objectives, and implementation actions. CPG will also identify programming and/or cultural marketing strategies and partnership recommendations. In addition, CPG will identify potential ways in which arts, culture and creative economy can contribute to or integrate with other elements of the general plan and assist in developing policies for those elements.

These policies may include, but would not be limited to:

- Sustaining the cultural ecology through public and private partnerships and resources
- Development of cultural infrastructure (performance and exhibition venues, live-work, maker spaces, etc.)
- Support and development of the creative economy (creative workforce development, creative business retention and attraction, etc.)
- Public art and creative place-making

- Arts and cultural education
- Funding
- Cultural marketing and branding

HR&A will provide input to the draft and final Cultural Element prepared by CPG. HR&A's input will particularly focus on goals and policies to grow the City's Cultural assets that also enhance economic development.

#### **Task 6.6: EJ, Health, Wellness, + Equity (R+A)**

SB 1000 requires that General Plans include an examination of disadvantaged communities and policies related to critical health topics in the community. The relevant goals and policies for these topics will include: air and water pollution, pollution from proximity to industrial uses, access to healthy foods, community gardens, physical activity, access to health care facilities, transportation safety, and health equity, among others.

#### **Task 6.7: Sustainability and Climate Change (R+A)**

R+A will develop a policy framework for sustainability and climate change. The framework will build upon the City's commitment to sustainability leadership, from its early adoption of the Solar Photovoltaic Systems Ordinance to its 2017 membership in CPA. The policy framework will build on these existing implementation actions and programs adding new activities and best practices, including:

- GHG emissions reduction targets and measures
- Climate resiliency, referencing the MJHMP and creating complementary policies targeted at populations most susceptible to climate change impacts
- Energy efficiency and conservation
- Water supply and conservation
- Waste management and recycling
- Urban forest
- Green building
- Green business
- Storm water reduction, green streets, and low impact development
- Other innovative topics identified during the process

This policy framework will also cross reference sustainability measures in other elements of the General Plan, including complete streets and active transportation, bike share, transit-oriented design, and public health and equity.

#### **Task 6.8 Infrastructure and Public Facilities and Services (SDE and R+A)**

SDE will analyze scenarios around infrastructure planning and land use concepts. The following are areas of focus, specifically around conservation, innovative and sustainable infrastructure solutions:

- Water and sewer scenario modeling results
- Sewer availability - decentralized/centralized strategy for scenarios in General Plan
- Water supply and demand scenarios (water balance) in support of scenarios in General Plan
- Provide water supply strategies that enhance conservation on a regional scale and possibly accommodate alternative growth scenarios

- Develop text, maps, and exhibits in support of General Plan

#### **Task 6.9: Parks + Recreation (R+A, ESA)**

R+A and ESA will develop policies related to parks and recreation facilities, including:

- Improvements to existing parks and open spaces
- Identification of new facility needs
- Funding for new parks and open spaces
- Policies to address the conversion of Ballona creek to a beautiful recreation corridor
- Improving safe access to parks for residents
- Park equity, to ensure that all residents have equal access to park
- Provision of recreational programs for residents of all ages, especially youth and seniors
- ESA will provide support in identifying opportunities and constraints associated with the transformation envisioned by the City for Ballona Creek by involving staff with professional backgrounds in trail and park designs, flood management and hydrology, biology, and historic and cultural resources.

#### **Task 6.10: Conservation + Open Space (ESA)**

As Culver City continues to grow, the City will need to take proactive measures to protect and enhance their natural, historic and cultural resources. ESA will identify and evaluate strategies to:

- Protect sensitive cultural and historic resources
- Address and identify approaches to enhance valued open space areas including Baldwin Hills and Ballona Creek
- Protect mineral resources (Inglewood Oil Field) and biological communities. Regulations included in the Draft Inglewood Oil Field Specific Plan will be incorporated as applicable.
- Identify and define strategies to improve water quality and storm water management
- Address air quality policies and programs in consideration of climate change and the relationship to land use, transportation, health and safety

#### **Task 6.11: Noise (ESA)**

To ensure that the GPU limits the exposure of the community to excessive noise levels in noise-sensitive areas and at noise-sensitive times of day, noise sources and projected noise based on future conditions will be documented and mapped. These existing and future noise contour maps will be used to evaluate land use compatibility for transportation based on traffic data from F&P provided in a format identified by ESA and from stationary noise sources and will identify areas subject to significant noise in the future. Methods to attenuate noise to reduce potential noise exposure will be identified.

#### **Task 6.12: Safety (ESA)**

Health and safety issues are relatively common to metropolitan areas and include natural hazards, such as geologic and seismic hazards, fire hazards, flood hazards, as well as activities that involve storage, use, or generation of hazardous materials and hazardous wastes, including:

- Overlaying the hazards map developed as part of the Environmental Background Report with existing land uses to understand existing conditions, and the land use designations per the preferred plan to understand potential future land use conflicts. This exercise will identify potential increases in populations exposed to natural hazards, with attention paid



to vulnerable population groups. Unique considerations regarding climate change's potential to affect and potentially exacerbate the impacts associated with these hazards will also be considered. Preliminary policy solutions will be identified to address potential conflicts with hazards and to ensure community resiliency in the face of climate change impacts.

- ESA will confirm compliance with SB 379 which requires safety elements to address climate adaptation and resiliency strategies applicable to the city will be achieved by including a reference in the updated Safety Element to, or an attachment of, the MJHMP.
- The MJHMP will be incorporated into the updated Safety Element to fulfill the requirements of SB 1241 which stipulates that the element addresses the risk of fire for lands classified as very high fire hazard severity zones. The preferred plan land use map and anticipated changes to the housing element will also be evaluated to ensure consistency with SB 1241.

### **Task 6.13: Housing Constraints and Opportunities (VTA)**

VTA will complete a Housing Constraints and Opportunities analysis. The report will include the following:

**Residential Development Opportunities.** The Housing Element must identify adequate sites with appropriate densities and development standards to accommodate its Regional Housing Needs Allocation (RHNA). Conducting the sites inventory analysis as part of the comprehensive General Plan update provides the City an opportunity to review its existing land use patterns, future land use policies, and conditions and incentives that would foster development. To compile the residential sites inventory for sixth cycle RHNA, VTA will:

- Review and assess available sites in the current Housing Element, taking into consideration the new changes to State law (AB 1397 and SB 166) that place stringent standards on the reusing of these sites.
- Work closely with the Land Use Element update to identify opportunity areas for residential development to offer a range of housing types.
- Prioritize areas that are ripe for near-term potential and identify appropriate incentives to facilitate development.

VTA will participate in the Land Use alternatives development to ensure adequate sites and densities are provided for the City's upcoming sixth cycle RHNA, as well as future RHNA cycles covered under the new General Plan.

**Funding Opportunities.** VTA will examine and incorporate affordable housing funding sources, such as funding that will become available under SB 2 (Building Jobs and Homes Act) and SB 3 (Veterans and Affordable Housing Bond Act), and funding under the existing SB 375 Affordable Housing and Sustainable Communities Act. Other funding mechanisms such as in-lieu fee or linkage fee may also be discussed.

**Partnership Opportunities.** Partnership with affordable housing developers provides another mechanism for leveraging. Through the General Plan public outreach program, the City will outreach to private and affordable housing developers for partnership opportunities.

**Task 6.14: Housing Implementation Plan (VTA)**

The centerpiece of the Housing Element is the Housing Plan, which implements the housing goals and policies. The Housing Element Implementation Plan differs from that for the rest of the General Plan in that the Housing Plan must identify specific actions and objectives for near term (an eight-year planning period), whereas the General Plan has a planning horizon of 20 years.

VTA will update the Housing Implementation Plan to incorporate recommendations generated from the General Plan Update process and reflect changes that respond to findings of the Technical Report (Task 1) and Resources and Opportunities (Task 2). As part of the comprehensive update to the General Plan, this Housing Plan will include a new set of goals and policies and address a range of issues, including:

- Planning and zoning strategies for expanding affordable housing opportunities in the community, while addressing equity issues from the perspective of geographic distribution and social integration.
- A range of housing options for an increasingly diverse population.
- Funding strategies to provide financing for affordable housing.
- Policies and strategies that foster building and preserving neighborhoods.

For each program included in the Housing Element, VTA will establish the timeframe for implementation, specific objectives, funding sources, and responsible agencies. The programs will satisfy requirements of Government Code Sections 65583(b) and (c).

**Task 6.15: Smart City (Urban Systems [US])**

With the recognition that technology and data will play an increasingly vital role in the administration and planning of cities, US will develop specialized policies and goals to ensure Culver City is prepared for emerging “Smart City” trends such as municipal Wi-Fi, signal control and synchronization, data connectivity, safety of citizens, reducing energy consumption, information displays, mobile apps for parking management, etc.

**Task 6 Deliverables**

- Draft and final policy frameworks for each of the above topics

**Task 7: General Plan Development****Task 7.1: Plan Outline**

R+A will work with the City to prepare a detailed outline of the General Plan, including topics and sub-topics to be addressed. The General Plan will be organized clearly and easy for the public to understand and in a way that is logical for City staff to use daily.

**Task 7.2: Plan Format + Design**

R+A will prepare an updated layout and design for the General Plan document in InDesign. R+A will develop sample page layouts for City staff to review. Based on the comments, R+A will revise the design for the General Plan.

**Task 7.3: Admin Draft General Plan**

The Consultant Team will prepare an Administrative Review Draft General Plan based on the established Community Vision and Guiding Principles. For the GPU, the Consultant Team will address all the requirements of State law, such as complete streets, climate change, and environmental justice, using the 2017 OPR General Plan Guidelines. In addition, for efficiency,

we would expect that City staff will be actively engaged in evaluating the existing General Plan and identifying which policies are still valid and which should be deleted or modified.

With the Admin Draft General Plan, R+A will prepare a policy consistency analysis of the General Plan. This analysis will: 1) identify how the Culver City General Plan meets the State requirements for General Plans and 2) map the relationships between key General Plan topics and their integration into each element. This analysis will be presented as a matrix or spreadsheet for staff review.

The following highlights the major topics expected to be addressed in the General Plan. As discussed above, the structure of the General Plan will be determined during the project.

#### *Executive Summary*

R+A will prepare a brief executive summary of the General Plan that highlights the overall vision, direction and major strategies and policies of the plan. This document will be the first stop for residents to understand the future of Culver City and will also be designed as a marketing piece to communicate to outside parties.

#### *Introduction and Overview*

R+A will update this chapter with new data and information.

#### *Vision and Guiding Principles*

This will be a new chapter in the General Plan or integrated into the Introduction. It will include an updated vision statement, guiding principles and a map and description of the major strategies of the General Plan (see Task 4.3). This chapter will serve as the “executive summary” of the plan.

#### *Engagement Summary / Setting the Stage*

The purpose of this chapter is to provide a comprehensive summary of the steps taken during the update process, including a review of all workshops and public outreach, stakeholder interviews, focus groups, and advisory committee meetings. This chapter is important to identify and recognize the community’s contribution to this document.

### **General Plan Topics:**

#### *Governance*

This chapter will address broad governance topics including community engagement, the city’s role in the region and participation in regional planning activities, technology, and transparency.

#### *Land Use and Design*

The purpose of this element is to ensure an appropriate mix of housing, employment, retail/services, recreation, culture/arts, education and entertainment for the city’s residents and businesses, and to ensure that new growth is responsible and benefits the community now and into the future.

- **Citywide Land Use.** This section provides overarching citywide goals and policies related to land use, building character, revitalization of existing uses, attraction of new and beneficial uses, location and identity of visitor-serving uses, and more. These policies apply universally across Culver City.

- **Neighborhood-Specific Land Use.** R+A will develop the foundation of the area-specific land use sections. R+A will create a 2- or 4-page spread for each neighborhood, with a map indicating future land use and related strategies, and then craft policies targeted at enhancing and improving the area to match with the vision expressed by the community and stakeholders.
- **Urban Design and Public Realm.** This topic is of interest to the Culver City community, and thus R+A will craft diagrams, policies, and implementation actions that serve to maximize the quality and quantity of public spaces in the city.

#### *Health and Environmental Justice*

R+A will prepare policies related to health and environmental justice that meets the intent of SB 1000, plus other topics that are important to the community. Key topics will include air and water pollution, pollution from proximity to industrial uses, access to healthy foods, community gardens, physical activity, access to health care facilities, transportation safety, and health equity, among other topics.

#### *Climate Change and Sustainability*

R+A will prepare the Climate Change and Sustainability Element that transforms the goal and policy framework into action. The Element will include GHG emissions reduction targets and measures, energy efficiency and conservation, water supply and conservation, waste management and recycling, urban forest, green building, and green business. Working with the City, R+A will determine whether these topics will be prepared as stand-alone element or an “in all policies” approach.

#### *Mobility*

NN will prepare the Mobility Element, translating project goals and visions into policies and actions. The Mobility Element will define the city’s transportation network and transportation policies to support the anticipated land use growth and provide adequate mobility options and a safe transportation system. The policy updates will reflect SB 743 Vehicle Miles Travelled requirements, professional best practices, direction from City staff, and input from the public and local decision-makers throughout the General Plan process. The Circulation Diagram will encompass the full range of transportation modes, including roadways, transit, and pedestrian and bicycle corridors.

#### *Parks and Recreation*

R+A will prepare parks and recreation policies to address the provision of future facilities associated with population growth in the city. The type and location of parks and recreation facilities will be considered to address any existing deficiencies - at a citywide acre per 1,000 level and at the neighborhood watershed level - and future needs. ESA will assist in preparing policies that address open space areas that also function as parks space.

#### *Conservation and Open Space*

ESA will prepare goals and policies that relate to the retention and enhancement of open space and natural resources, including Baldwin Hills and Ballona Creek, mineral resources in the Inglewood Oil Field, and historic and cultural resources. ESA will also prepare goals and policies that address approaches to improve air quality and water quality.

*Safety*

ESA will combine policies from the existing elements on Seismic Safety and Public Safety into one element and address geologic, seismic, flood, and fire hazards present in Culver City, and include consideration of how climate change could affect and potentially exacerbate the impacts associated with these hazards. Policies will identify climate adaptation measures to improve the community's capability to withstand and survive hazardous conditions. The MJHMP will be summarized in the safety element and a description of how each requirement in Government Code section 65302(g)(4) has been met through the adoption of the MJHMP document.

*Noise*

ESA will prepare the Noise Element that will include goals and policies that seek to minimize and mitigate noise impacts on noise sensitive receivers due to excessive noise.

*Economic Development*

HR&A will prepare a draft Economic Development Element, which will provide a long-term roadmap and yardstick for the City's economic development efforts over the next several decades and will be coordinated with the short-term economic development strategy that the City intends to develop in parallel.

*Arts and Culture*

CPG will develop the Cultural Policy Element for the City's arts, culture, and creative sector based on the community's vision, distinct characteristics, and strategic opportunities arising from the general plan process. HR&A will provide input to the draft and final Cultural Element prepared by CPG, focusing on goals and policies to grow the City's Cultural assets that also enhance economic development.

*Infrastructure and Public Facilities*

The Element will address (at a high level) the city's critical infrastructure – water, wastewater and storm water. The topics will have a strong tie to sustainability. The Element will also address public facilities and services.

*Housing*

The next iteration of the City's Housing Element must be adopted no later than mid-February 2022. Prior to adoption, the Draft Housing Element must be submitted to the State Department of Housing and Community Development for review. VTA will prepare the Housing Element. VTA will work with the Consultant Team in devising a schedule that would meet this statutory deadline, taking into consideration the progress of the overall GPU. VTA will assist in the HCD review, serving as liaison between the City and HCD staff. With VTA's extensive experience working with HCD, they will anticipate comments from the State and help devise responses to address HCD concerns.

*Implementation*

R+A recommends that the implementation actions be consolidated into a (new) separate chapter of the General Plan. The implementation program will enumerate anticipated physical improvements, necessary plans and studies to complete, and on-going programs necessary for the continuing implementation of the General Plan. For each, R+A will include a description of the activity, the responsible department, the implementation timeframe, and if available, the relative cost and funding sources. The information will likely be presented in a table format. The implementation program will be developed in conjunction with the goals and policies in each element. The Implementation chapter will also include an evaluation and monitoring plan that

outlines key measures for tracking progress, challenges, and achievements as the General Plan is implemented over time.

**Task 7.4: Second Admin Draft General Plan**

City staff will review the Admin Draft General Plan and provide a single set of non-conflicting comments. The Consultant Team will address these comments and create a Second Admin Draft for staff review.

**Task 7.5: Screencheck Draft General Plan**

City staff will review the Second Admin Draft General Plan and input comments and provide changes to the Consultant Team. Once complete, the Consultant Team will prepare a Screencheck Draft General Plan.

**Task 7.6: Public Draft General Plan**

R+A will prepare a Public Draft of the General Plan based on minor, editorial, and formatting comments provided by staff's review of the Screencheck Draft. This will be the version that will be presented to the City Council and Planning Commission during the public hearing process.

**Task 7 Deliverables**

- 7.1 Plan Outline
- 7.2 General Plan sample layouts/designs in InDesign
- 7.3 Admin Draft General Plan and policy consistency analysis (matrix)
- 7.4 Second Admin Draft General Plan
- 7.5 Screencheck Draft General Plan
- 7.6 Public Draft General Plan

**Task 8: CEQA Compliance**

ESA will be responsible for completing the following tasks to ensure compliance with CEQA requirements. The Team's scope and budget assume the preparation of an Environmental Impact Report.

**Task 8.1: Project Description, Initial Study Package, Notice of Preparation**

Consistent with RFP, the Consultant Team recommends that an Environmental Impact Report (EIR) be prepared to support CEQA compliance. ESA will prepare a draft Project Description for City review at the outset of EIR preparation. The Project Description will describe expected issues and analysis to be provided in the EIR. The scope of work reflects that other than Agriculture, all issues included in the Initial Study checklist will be recommended for further analysis in the EIR. The Project Description will be based on the Draft General Plan and will include but not be limited to background information on State general plan requirements, the General Plan process to date, Project Objectives, a brief description of the project and will identify the process for completing the EIR.

A Notice of Preparation (NOP) and Notice of Public Scoping Meeting for the EIR will also be prepared for review by the City, including Consultant Team support of tribal consultation to be conducted by the City. In accordance with CEQA requirements, the NOP/Notice of Public Scoping Meeting will include a brief description of the Project, a list of the probable environmental effects of the Project, a land use plan, and the date, time and location of the public scoping meeting. Once the NOP/Notice of Public Scoping meeting is signed by City staff, the NOP/Notice of Public Scoping meeting will be distributed by ESA via certified mail to begin the 30-day public

comment period. During the NOP comment period, the Initial Study will also be made available by City staff for public review.

### **Task 8.2: Public Scoping Meeting**

A public scoping meeting will be held in compliance with CEQA Public Resources Code Section 21083.9. The scoping meeting will occur prior to the end of the 30-day public review period on the NOP. The purpose of the scoping meeting will be to allow the public the opportunity to provide input regarding the scope and content of the EIR. The scoping meeting will also provide information on the EIR process and additional opportunities for public input. The Consultant Team will coordinate closely with the City in scheduling and securing the meeting venue and setting the format for the meeting.

### **Task 8.3: First Administrative Draft EIR**

A Program EIR will be prepared consistent with CEQA Guidelines Section 15168 which in addition to meeting CEQA requirements is designed to streamline future City development and public works projects that are consistent with the GPU. The format of the EIR and thresholds of significance will be confirmed with the City early on, and an administrative draft EIR will be prepared for City staff review. It is anticipated that the Administrative Draft EIR will contain the following chapters:

- Executive Summary
- Introduction
- Environmental Setting
- Project Description
- Environmental Impact Analysis
- Alternatives
- Other CEQA Considerations
- References
- List of EIR Preparers and Organizations and Persons Contacted

### **Task 8.4: Second Administrative Draft EIR**

Following receipt of one consolidated set of comments on the First Administrative Draft EIR from City staff, ESA will prepare a Second Administrative Draft EIR for City review.

### **Task 8.5: Proofcheck Draft EIR**

Following receipt of one consolidated set of comments on the Second Administrative Draft EIR from City staff, ESA will prepare a “Proofcheck” Draft EIR for City review to ensure all edits are incorporated and formatting is accurate. No additional changes will be made at this time.

### **Task 8.6: Public Draft EIR**

Following receipt of one consolidated set of comments on the Proofcheck Draft EIR, ESA will prepare a Draft EIR for public review, including provision of electronic files suitable for publishing on the City website, hard copies, flash drives, and CDs. ESA will file a Notice of Completion (NOC) with OPR to be distributed to a list of agencies and organizations including the State Clearinghouse, the County Clerk, Responsible Agencies, local libraries and other parties. Copies of the Notice of Availability (NOA) will also be sent to all individuals who commented on the NOP or attended the scoping meeting, as well as other individuals and agencies. This notice will start the 45-day public review and comment period for the EIR.

**Task 8.7: Final EIR**

At the close of the public review period for the Draft EIR, ESA will coordinate with the City to obtain all public comments. ESA will review the comments and meet with the City and Consultant Team to discuss issues raised and establish an approach for responding to comments. We expect this effort will include an assessment of whether further refinements to the General Plan are warranted considering the public comments received on the Draft EIR. After consultation with the City and the Consultant Team, an Administrative Draft of the Final EIR will be prepared. The Final EIR will include: an introduction; responses to comments received on the Draft EIR; corrections and additions to the Draft EIR; a Mitigation Monitoring and Reporting Program (MMRP), and Appendices to the Final EIR. ESA anticipates two rounds of consolidated City comments will be addressed prior to publication of the Final EIR.

Once the City approves the Final EIR, it will be distributed to appropriate agencies and organizations, including those agencies that commented on the Draft EIR and local libraries. ESA will also prepare a NOC to be sent along with copies of the Final EIR to the State Clearinghouse and County Clerk. Ten days after the Final EIR is sent to commenting agencies, public hearings regarding the Project can commence. Upon Project approval, ESA will file the Notice of Determination (NOD) with the County Clerk. This notice will start a 30-day statute of limitations about approval of the project and certification of the Final EIR.

**Task 8 Deliverables**

- 8.1 Project Description
  - Initial Study
  - NOP
- 8.2 Scoping meeting materials
  - Summary of scoping comments
- 8.3 Administrative Draft EIR
- 8.4 Second Administrative Draft EIR
- 8.5 Proofcheck Draft EIR
- 8.6 Draft EIR
  - NOA/NOC
  - Response to Comments
- 8.7 Final EIR, including Response to Comments and MMRP
  - Screencheck and Public drafts
  - Findings, Resolutions, and Statement of Overriding Considerations
  - NOD

**Task 9: Public Review + Adoption****Task 9.1: Online Comment Form**

R+A will prepare an online comment form that allows the public to provide comments on the Public Draft General Plan. This form will allow staff to easily review and sort public comments.

**Task 9.2: City Council, Planning Commission, + Other Updates and Study Sessions**

Throughout the process, Consultant Team members will meet with the City Council, the Planning Commission and other boards and commissions to provide updates on the project and receive input on topic-specific policies and ideas. R+A expects to meet with the City Council about ten (10) times, the Planning Commission five (5) times, and other boards and commissions about five (5) times. About three (3) of the City Council/Planning Commission meetings will be joint workshops with presentation and discussion questions. The remaining meetings will be brief



updates seeking input on specific policies issues or topics. These meeting will occur on regularly scheduled trips to Culver City and/or correspond to other public events to conserve travel time. Below is a breakdown of the about twenty (20) meetings with further detail:

- City Council (±10)/Planning Commission (5)
  - City Council (±7) - brief updates on the process
  - Planning Commission (2) – brief updates on the process
  - Joint Study Sessions (3)
    - On “visioning” and “goal setting” to set expectations for the GPU, including the GPAC
    - On the Housing Element before developing the HCD review draft (VTA lead)
    - On General Plan alternatives before choosing the preferred alternative
- Other Boards and Commissions (±5) – brief updates on the process
  - Cultural Affairs Commission (2) (CPG lead)
  - Others as needed (±3) – brief updates on the process

### **Task 9.3: Comments Matrix + Track-Changed Public Draft General Plan**

R+A, working closely with City staff, will create a comments matrix to track all the comments received on the General Plan with a brief statement of how each will be addressed in the final General Plan.

### **Task 9.4: City Council + Planning Commission Hearings**

The Consultant Team will attend two (2) hearings with the Planning Commission to review the Draft General Plan and the Final EIR. City staff will prepare the staff report and the presentation materials and make the presentation to the Commission. The Consultant Team will attend two (2) hearings with the City Council to review the Draft General Plan and Final PEIR. At these hearings the City Council will consider the Planning Commission's recommendations and the comments made at the public hearings. At the end of the hearings, the City Council will determine whether to certify the Final EIR and whether to adopt/approve the GPU.

### **Task 9.5: Final General Plan**

Based on final direction/comments from the City Council during the hearing process, R+A will prepare a Final General Plan that reflects all the changes approved by the City Council. As part of this task, the Consultant Team will prepare and transfer all relevant materials, maps, and design files to the City so that staff can assume full ownership of the document.

## **Task 9 Deliverables**

- 9.1 Online comment form
- 9.2 Study sessions materials
  - City Council about (±7) brief updates with 10 slide PPT for each and with assistance from City staff
  - Planning Commission (2) PPTs based off City Council update materials
  - Joint City Council/Planning Commission (3) draft and final PPTs and study questions
  - Other boards and commissions (±5) PPTs based off City Council update materials with minor modifications for the specific commission or board
- 9.3 Comments matrix
- 9.4 Planning Commission (2) and City Council (2) hearings
- 9.5 Final General Plan
  - Final searchable PDF
  - Final InDesign files

## **Task 10: Plan Implementation**

While the General Plan and EIR is moving through the adoption process, the Consultant Team will begin a series of tasks to begin to implement the General Plan. At this stage in the process, we expect that City staff will play a leading role in many of the following activities. Thus, the budget identified with each task only covers a portion of the overall level of effort needed to prepare each of the documents.

### **Task 10.1: e-plan**

Using an outside software and vendor, the Consultant Team, working closely with staff, will convert the General Plan into a searchable, online e-plan. This will be like the e-plan R+A is finalizing for the Hermosa Beach General Plan. R+A will work with staff to develop a “code book” of key terms that can be searched in the e-plan. R+A will then work with the vendor to transform the General Plan into a draft and final e-plan.

### **Task 10.2: Zoning Code Assessment Memo + Summary Matrix**

R+A will evaluate the extent to which the proposed General Plan (especially the land use designations and other relevant policies) is in conformance with existing zoning codes and regulations. Based on this evaluation, R+A will identify potential regulatory mechanisms to implement the General Plan. This could include revisions to the existing code, developing a new form-based code, creating design guidelines, or some combination of these options. This work will be summarized in a Code Audit Memo which includes a summary matrix and will be presented to City staff.

### **Task 10.3: Detailed Implementation Strategy Plan**

While the General Plan itself will contain a comprehensive chapter with all implementation actions/programs, this deliverable would be a living document that is focused on immediate implementation steps (less than five years) and can be routinely compared against capital improvement programs and department work plans. The strategy plan would include details of specific activities, relative costs, funding and financing sources; partners; responsible departments; timeframe for implementation. Having a more flexible, short-term strategy document allows for staff and Council to make minor changes and updates to implementation activities without requiring General Plan amendments. Note that this is a Word-based version of the Implementation actions in the Final General Plan with minor modifications to reflect short-term priorities and other actions identified by City staff in each department.

### **Task 10.4: General Plan Evaluation Plan**

During the development of the General Plan, R+A will leverage its transdisciplinary expertise to ensure that the planning process incorporates key elements for monitoring and evaluation of the plan once it is completed. To do this, R+A will craft an evaluation plan that will support its successful implementation. The evaluation plan will: 1) identify a timeframe and methodology to regularly review and update the General Plan; 2) describe how the metrics should be used to track plan progress; 3) identify on-going methods and timing of community engagement to ensure that the public stays involved with the General Plan and has ownership of the document.

## **Task 10 Deliverables**

- 10.1 E-plan (including code book and draft and final e-plans)
- 10.2 Zoning Code Assessment Memo + Summary Matrix draft and final
- 10.3 Implementation Strategy Plan draft and final
- 10.4 General Plan Evaluation Plan draft and final

## **Task 11: Project Management + Team Meetings**

### **Task 11.1: Team Working Meetings**

At up to four (4) points in the process, key members of the Consultant Team will prepare for and attend half-day or full-day working meetings to brainstorm and work collaboratively with City staff on cross cutting issues and concerns and to develop plan content. The timing of these meetings is as follows:

- Kick-off meeting at the beginning of the project (Task 1)
- After drafts of the existing conditions reports are prepared (Task 3)
- During selection of the preferred land use and transportation direction for change areas (Task 5)
- While developing goals, policies, and actions for the General Plan (Task 6)

### **Task 11.2: Bi-Monthly/Monthly Status/Management Meetings**

On a regular basis (bi-monthly or monthly as needed), R+A will work with City staff to schedule in-person meetings with staff to discuss the status of the project and coordinate on project activities. This will include status reports on the project. These meetings will be coordinated with other trips to Culver City to ensure efficiency of travel and budget.

### **Task 11.3: Bi-Weekly Check-in Calls**

R+A and other Consultant Team members will hold bi-weekly phone calls to coordinate with the City about the project. This task also covers “informal” communication via email and phone up to the maximum budget. City staff will be responsible for coordinating calls and summary notes including identifying to-do items.

### **Task 11 Deliverables**

- 11.1 Team working meetings (4) agenda, materials (if any), and meeting notes
- 11.2 Monthly status reports as part of the invoicing process
- 11.3 Bi-Weekly check-in call

## **Task 12: Economic Recovery Strategy and Resiliency**

### **Task 12.1: Assess Key Needs for Recovery**

HR&A will facilitate a series of remote discussions with the City’s Economic Recovery Task Force and other City representatives as needed to gain insights on the known impacts of COVID-19 on the City’s economy, in regards to the creative economy and housing. Key activities will include the following:

- Convene members of the Economic Recovery Task Force, key City economic development leadership, and business and community leaders to discuss how COVID-19 has impacted the above focus areas.
- Refine key aspects of focus areas as needed in coordination with above group.
- Consolidate and review existing diagnostic data from the City.

### **Task 12.2: Identify Best Practices for Recovery**

HR&A will analyze readily available economic and demographic diagnostic data to assess real-time trends for the focus areas in Task 12.1. This includes:

- Identifying available stimulus funding relevant to the above focus areas.

- Identifying best practices past and present, including how similar cities have responded in past economic downturns and disasters, as well as innovative approaches being recommended, planned, or implemented across the country today (recognizing that the crisis remains relatively new and responses are changing daily). These may include but are not limited to the following: highlighting tactical local land use interventions, identifying key relationships and partnerships for recovery, and preventative tactics for future planning.

### **Task 12.3: Recovery Strategy and Economic Resiliency Recommendations**

HR&A will outline key short-term (1-5 years) actions towards recovery, for the focus areas articulated in Task 1.

### **Task 12 Deliverables**

13.2 Best Practices Summary Memo

13.3 Summary of recommended policies and actions, to be integrated into the GPU directly, or provided as a memo

### **Task 13: Support the Chief's Advisory Panel**

#### **Task 13.1: Develop Public Safety and Policing Survey**

R+A will work with the City Manager's Office (CMO) and Saul Sarabia to develop a public safety and policing survey. This includes:

- Conducting one review and refinement of survey questions developed by the Police Chiefs Advisory Panel (CAP).
- Participating in conference call to finalize questions.
- Posting final survey questions to SurveyMonkey or similar online tool.
- Creating paper copy of survey.

#### **Task 13.2: Distribute Survey**

R+A will work with the City to distribute the survey, including:

- Participating in a conference call with CMO, Saul Sarabia, and other City departments to develop a survey distribution strategy.
- Developing social media posts, email blast language, or similar based on existing communications framework.
- Working with Advance Planning staff to send targeted email communications to interested General Plan stakeholders.

#### **Task 13.3: Analyze Survey Results and Present Findings.**

R+A will analyze and summarize findings from the survey. This includes:

- Analyzing data from public safety and policing survey.
- Creating PowerPoint summary of preliminary survey results, including participant demographics, for September CAP meeting for discussion.
- After September CAP, preparing summary report, including Administrative Draft and Final Drafts.

**Task 13 Deliverables**

- 13.1 Online and paper survey
- 13.2 Social media posts, email blast language, or similar
- 13.3 Preliminary results PPT; Admin and Final Survey

**Meeting Matrix**

The following is a summary for the firms that will be attending each meeting by type. The scope and budget assume that more than one meeting will occur during single trips to Culver City. For example, in-house staff meetings will likely occur on days when there are workshops or GPAC/TAC meetings already scheduled.

<b>Task #: Meeting Type</b>	<b>R+A</b>	<b>P+W</b>	<b>ESA</b>	<b>HR&amp;A</b>	<b>NN</b>	<b>VTA</b>	<b>CPG</b>	<b>SDE</b>	<b>US</b>
1.1: Project kick-off meeting (1)	1	1	1	1	1	1	1	1	1
2.6: Stakeholder interviews (up to 30)	20	10					15		
2.7: GPAC meetings (15)	15	3	2	2	2	1	1		
2.8: TAC meetings (up to 20)	8			3	3	3	3	1	
2.9: Pop-up workshops + community events (3)	3								
2.12: Community workshops + festivals (7)	7	2	1		1	2			
2.14: In-house staff meetings (2)	2	2	1	1	1				
5.3: Team working meeting (1) *1 day **2 days	1	1	1*	1*	1**			1*	
8.2: Public scoping meeting (1)			1						
9.2: City Council, Planning Commission, + other study sessions (±20)	10	1	1	2	1	1	2		
9.5: Hearings (4)	4	2	4			2			
11.1: Team working meetings (4)	4	2	2	2	2			1	

## Assumptions

The following is a list of assumptions for the GPU.

### Global Assumptions

- The level of effort for each task is limited to the general number of hours for each task listed in the budget spreadsheet. Consultant Team members may reallocate hours between tasks if individual tasks are completed in less time than anticipated.
- The number of rounds of each deliverable (i.e., draft, final, etc.) for each product is identified in the scope. If the scope does not specify the number of deliverables for each product, the only one deliverable will be provided.
- All data and information provided by the City will be assumed to be correct and up-to-date. The Consultant Team is not responsible for out-of-date or inaccurate information.
- All studies that the Consultant Team will prepare are identified in the scope of work. Any studies, tasks, deliverables or reports not specifically identified are assumed to be not included.
- City staff will serve as partners to the Consultant Team in the update process and will be responsible for, at minimum, the following activities:
  - Writing all staff reports
  - Logistics of all meetings
  - Costs of meeting facilities and supplemental costs of meetings and workshops, including but not limited to, food, childcare, high-cost supplies, printing workshop materials, festival event activities, giveaways, etc.
  - Printing copies of documents (the Consultant Team will provide electronic versions and City staff will be responsible for printing)
  - Assisting with outreach to inform the community about General Plan events, including preparing, mailing, and posting public notifications required for hearings and complimentary notifications typically issued by the City. Exceptions include noticing required by the California Environmental Quality Act; the preparation, mailing, and posting of which shall be the responsibility of the Consultant Team.
  - Collecting background data and information
  - Reviewing the existing General Plan to determine the applicability of each policy
  - Timely response to Consultant Team questions and review of documents and materials prepared by the Consultant Team
    - City review time for workshop materials and meeting materials will be about one week.
    - City review of major products will be between two and four weeks, depending on the product and other responsible of City staff. All comments will be provided as a single set of non-conflicting and actionable comments.
  - Participating in the tasks identified in Task 10, Plan Implementation
  - Leading the effort to track and respond to public comments on the Public Draft General Plan
  - Other tasks as identified during the process.

### Task-Specific Assumptions

- **Task 1.2:** The City shall provide data in GIS format, including but not limited to: existing land use, existing general plan land use designation, and existing zoning districts. Additional data layers will be identified during this task.
- **Task 3:** City staff will be responsible for collecting and confirming the validity of most of background information, especially information for the environmental background report.
- **Tasks 3.3 and 6.3:** The Consultant Team will not be responsible for traffic analysis or running the traffic model. This will be the responsibility of F&P, the City's traffic consultant, under separate contract.
- **Task 3.9:** For the Historic and Cultural component, ESA will rely on already-completed survey work around Ivy Station as part of other project work.
- **Task 3.15:** ESA assumes that F&P will provide VMT estimates for the City for the GHG inventory year using the origin-destination trip method and the TDFM). For municipal operations data collection, ESA assumes the following support from the City:
  - City staff will lead data collection for all sectors of the municipal inventory, and ESA will provide templates to identify the data needed (e.g., fleet fuel use) and guide the data collection effort.
  - The City will provide all requested data for the inventory year in an agreed-upon format in Excel. Data collection will be discussed at the kickoff meeting. When needed, ESA can assist the City in obtaining and processing datasets.
  - For some community sectors (e.g., solid waste, off-road transportation), ESA will be able to collect the data directly from publicly-available sources. For other community sectors, ESA will need to coordinate with City staff to get the data directly from City departments, or to request the data from the appropriate agency (e.g., LA Metro).
- **Task 6.8:** The scope of work does not include a Water Supply Assessment pursuant to SB 610.
- **Tasks 7.3, 8.3, and 8.4:** City comments on the Administrative Draft General Plan and EIR are provided in one consolidated set of comments and will not require new analysis or technical studies.
- **Task 5.5:** Only analyses readily available in UrbanFootprint will be used to analyze the alternatives land use impacts.
- **Tasks 7.5 and 8.5:** City comments on the Screencheck Draft General Plan and EIR will be focused on typographical errors, formatting, and other minor edits only. These changes are expected to confirm and build on previous changes and shall not require a wholesale revision to the plan or entire sections.
- **Task 8.1:**
  - No more than two (2) rounds of comments on the project description will be addressed prior to completion. It is assumed that after the project description has been completed, no further modifications to the proposed program would occur.
  - No more than two (2) rounds of comments on the Initial Study will be addressed prior to completion. Comments on the Initial Study are assumed to be minor.
  - ESA will assist staff with SB 18 and AB 52 compliance. This involves assisting the City in drafting project notification letters and responding to Native American responses or inquires assuming an allowance of eight (8) hours for conference

calls, emails, and/or drafting of letter responses, and one (1) in-person meeting. City staff will be responsible for mailing the letters.

- **Task 8.2:** ESA will coordinate meeting logistics, prepare up to two (2) presentation boards, prepare comment forms and sign-in sheets, provide computers for comments and way finding signage, assist with set up, and attend the meeting. The City will assist in scheduling/securing the meeting room. Meeting format set in coordination with the City. Up to two (2) members of ESA's team will be in attendance assumes meeting no more than two (2) hours in length.
- **Task 8.3:**
  - The analyses in the EIR will be programmatic and will rely heavily on existing conditions information prepared for the General Plan. It is assumed implementation of General Plan policies will, with a few exceptions, be sufficient to reduce impacts to a less than significant level.
  - Changes to technical reports prepared by other team members will not occur once Task 8.3 commences.
  - Preparation of the geology section of the Draft EIR will not include primary data collection, such as subsurface exploration or laboratory testing, since available information should be sufficient to complete the CEQA analysis.
  - ESA will identify potential impacts associated with utilities and service systems (water, sewer, electricity, natural gas, solid waste collection) based on the analysis completed by SDE.
  - Up to three (3) alternatives and a No Project Alternative will be evaluated in the Draft EIR. No quantitative or "refined" analyses will be prepared as part of alternatives analysis for Air Quality, GHG/Energy, Noise, or any other environmental topics evaluated in the Draft EIR. Quantitative analysis of traffic impacts will be prepared by F&P under separate contract.
- **Tasks 8.4 and 8.5:** City review of the Second Administrative Draft EIR and Proofcheck Draft EIR will be limited and focus on minor revisions, errors, etc., and not result in substantive new comments on scope, contents, or format.
- **Task 8.6:** At this point in the process, the number of comment letters on the EIR and the level of effort to respond to all comments is unknowable. Any effort beyond the hours identified in the scope and budget will be considered extra work.
- **Task 8.7:** City review of the Second Administrative Final EIR and Proofcheck Final EIR will be limited and focus on minor revisions, errors, etc., and not result in substantive new comments on scope, contents, or format.
- **Task 9.3:** City staff will have a leading role on this task to ensure that City staff understands all the content in the final General Plan. Most of the matrix will be completed by City staff.
- **Task 9.5:** Only minor, editorial changes will be needed to finalize the document.
- **Task 13:**
  - Survey will not be a random sample of Culver City residents. Survey results will not be weighted to reflect the demographic profile of Culver City residents.
  - CMO and Saul Sarabia will complete initial cleaning and organization of survey questions before providing questions to R+A.



- CMO will provide final approval of the survey questions before posting online, developing paper copies, and distributing the survey.
- City will print, distribute, and enter paper copies of the survey into the online survey tool.
- City will translate materials and provide interpretation services as needed.

## **Optional Tasks**

### **Statistically-Significant Survey**

To provide multiple avenues of engagement and gather input for a diverse range of participants, the Consultant Team could work with the City to prepare a statistically-valid survey to obtain community values and ideas and specific feedback on potential policy direction. This information could help inform the overall direction of the update process. To achieve this, R+A would engage with a survey research firm specializing in community surveys for long range planning projects.

### **Focus Groups**

Consultant Team can host focus groups targeting the youth, the Spanish-speaking community, and other segments of the community that are typically under-represented in the planning process and may need a special focus during the engagement process. The focus groups could be held at the beginning of the process to better understand issues and opportunities or during the policy development phase to test plan concepts.

### **Neighborhood and Stakeholder Meetings to Build Capacity**

Throughout the project, the Consultant Team can attend meetings with neighborhood associations, community organizations, business leaders, and the development community. This will help inform the community and allow residents to communicate their priorities. The meetings also provide the opportunity to team with community leaders to identify best practices to engage residents and stakeholders that typically are not heard from. While R+A can attend these meetings, it may be best if City staff leads this task to establish long-term relationships.

### **Existing Conditions Summary Report**

After the various topical background reports are finalized, R+A can prepare a 20-30-page public-facing report summarizing the findings of the technical background reports using spatial mapping and story mapping to clearly communicate the key takeaways from the preceding Task 3 work. The summary report would distill the findings into an issues and opportunities table that lists the issues that need to be addressed during the GPU. This will be a detailed list that will help the Consultant Team and the City organize discussions and identify needed changes for the General Plan. Separately, R+A can develop a report examining future trends that will impact the planning in Culver City in the future. Potential topics include: aging population, housing affordability, majority/minority community, autonomous vehicles (AVs), emerging technologies, regional growth, or other topics identified by staff.

### **Fiscal Analysis of Preferred Alternative**

HR&A can provide a discussion of the fiscal impacts and the most appropriate funding strategies for the construction and maintenance of public infrastructure improvements designed to create the desired high-quality public realm, as discussed in Task 5.7.

### **Data Dashboard for Long-Term Tracking**

Using the metrics and targets identified during the planning process, R+A will prepare an MS Excel-based data dashboard to track the progress of the plan over time. The data dashboard will use info-graphics to communicate the effectiveness of the plan and how well the plan is meeting the identified targets. We expect that about 20-30 metrics will be used covering a variety of topics including land use, housing, health, sustainability and economic development.

### **Development Review Checklist**

To establish clear expectations for developers in Culver City, the Consultant Team will develop a development review checklist, categorized by development type and sub-area that can be used by staff while reviewing new development applications. The checklist will have an urban design component, a bicycle/pedestrian component, a healthy development component, sustainability/GHG reductions component, and others as desired by staff.

CITY OF CULVER CITY  
THIRD AMENDMENT TO STANDARD  
PROFESSIONAL SERVICES AGREEMENT

WITH: RAIMI + ASSOCIATES

FOR: GENERAL PLAN UPDATE (GPU) SERVICES  
(RFP #1802)

THIS THIRD AMENDMENT to Standard Professional Services Agreement is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and RAIMI + ASSOCIATES, hereinafter referred to as "Consultant."

WHEREAS, on June 25, 2019, City and Consultant (the "Parties") entered into a contract for consulting services to assist the City with its General Plan Update (GPU) (the "Agreement");

WHEREAS, on August 24, 2020, the Parties entered into a First Amendment to the Agreement in order to modify the scope of work and increase the compensation of the Agreement (the "First Amendment");

WHEREAS, on December 28, 2020, the Parties entered into a Second Amendment to the Agreement in order to modify the scope of work of the Agreement (the "Second Amendment");

WHEREAS, the Agreement and the First and Second Amendments are collectively referred to as the "Amended Agreement";

WHEREAS, on August 12, 2019, the City Council authorized the City Manager to apply for the Department of Housing and Community Development ("HCD") Senate Bill 2 Planning Grant Program Year 1 through Resolution No. 2019-R060;

WHEREAS, on July 22, 2020, HCD awarded \$125,000 in Senate Bill 2 Planning Grant Program Year 1 funds to the City, \$82,500 of which was to assist in the preparation of the Housing Element Update;

WHEREAS, on June 22, 2020, the City Council authorized the City Manager to apply for the HCD Local Early Action Planning Grants ("LEAP") Program through Resolution No. 2020-R056;

WHEREAS, on October 20, 2020, HCD awarded \$150,000 in LEAP grant funds to the City for projects to assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance with the implementation of the Sixth Cycle of the Regional Housing Needs Assessment;

WHEREAS, at its meeting of February 8, 2021, the City Council authorized this Third Amendment to Consultant's Amended Professional Service Agreement to revise the Scope of Service to modify the tasks to be performed by Consultant and increase the compensation; and

WHEREAS, certain provisions must be included in this Amendment in order to satisfy HCD grant requirements; and

WHEREAS, the Parties desire to modify and revise the Scope of Service and increase the maximum compensation as set forth in the Amended Agreement.

NOW THEREFORE, in consideration of the foregoing, City and Consultant mutually agree as follows:

1. The Scope of Services, as set forth in Exhibit "A", is hereby amended by adding the following:

Consultant shall perform a new Task 14 as set forth below:

**Task 14: LEAP Grant Housing Production Studies**

**Task 14.1: Develop Retail Demand Model.** Beginning with Culver City's public "Safer at Home" order issued March 16, 2020, all nonessential businesses within the city were closed to "flatten the curve" of the global COVID-19 pandemic. Such closures have significantly impacted the city's retail operations and revenues, as they have in other cities that have instated such "shelter in place" orders to limit transmission of the virus. While select retail types began reopening in June of 2020, further shelter in place initiatives were reinstated in the Fall of 2020 as the virus reemerged.

To demonstrate the present and potential future impacts of COVID-19 on retail in Culver City, HR&A Advisors (*economics subconsultant on the GPU Consultant team*) will develop a retail demand model that estimates Culver City's retail performance over the next five years by accounting for COVID-19 impacts in the market and changes in consumer behavior influencing brick and mortar retail. This analysis includes the following tasks:

- Collect historic sales data based on trends in taxable sales, supplemented by other proprietary sources which may include third party credit card point of sale data;
- Build a retail demand model based on Culver City's resident, employee and visitor-related retail spending and potential growth within primary and secondary retail trade areas;
- Contextualize Culver City's retail performance projections by situating the above elements within local and national trends, identified using the following qualitative tools:
  - A review of data sources depicting national retail trends that integrates the most up-to-date depictions of COVID-19's impacts;
  - Proprietary data (to be procured by the City) on the latest point of sale spending data and trends;
  - Interviews with Culver City retailers and retail real estate brokers on their outlook;
  - Visitor and employment trend data in Culver City, compared to a pre-COVID baseline;
  - Online spending and consumer behavior trends, compared to a pre-COVID baseline.
- Determine Culver City's potential capture of and growth in retail sales, based on existing supply and competitive environments;

- Estimate high and low projection scenarios for retail performance over the next five years;
- Translate the above into impacts on retail real estate and typology, based on the city's current retail inventory and market performance.

**Task 14.2: Property Assessment.** Perkins+Will (P+W) (*urban design subconsultant on the GPU Consultant team*) will assess commercially-zoned properties along Sepulveda Boulevard within the city to be considered for new residential and mixed-use development. Building upon the Socioeconomic and Market Analysis Existing Conditions Report prepared as part of the GPU project, P&W will catalog and analyze properties for their suitability for residential use. This evaluation will be based on the following criteria:

- Parcelization
- Lot width, depth, and area
- Scale and intensity of existing development
- Adjacent built context, including. use, scale, and lot coverage
- Public realm context, e.g. street frontage, alleys, and open spaces
- Mobility options, e.g. proximity to public transit
- Potential environmental factors

P&W will develop site opportunity evaluation criteria as well as a ranking of site suitability for mixed-use or residential development. Site opportunity evaluation criteria will take into account site and context appropriateness for various development prototypes, including:

- Potential development types
- Building placement, height, and orientation
- Development potential, e.g. units per acres
- Parking and mobility features

**Task 14.3: Concept Design Studies.** P+W will develop conceptual site design studies for four sites along Sepulveda Boulevard to test and illustrate mixed-use and residential development. Sites will be selected in collaboration with the City. Site designs can include prototypical development types that would be applicable to multiple corridor sites or designs specific to large opportunity sites. Each design study will be comprised of:

- Site plan showing building placement and circulation,
- Building section showing vertical adjacencies,
- Height profile,
- 3D views of site,
- Context, and
- Conceptual design illustrating massing and transitions to context.

Design studies will explore height, density, open space, parking, circulation, etc. and will provide order of magnitude quantities for analysis in Task 14.4. Design studies will also evaluate retention of commercial and retail components in conjunction with mixed use.

**Task 14.4: Pro Forma Analysis of Development Feasibility.** To help inform market-aligned land use policies, HR&A will prepare pro forma residual land value analyses for up to four development prototypes. "Residual land value" is

what a developer could theoretically afford to pay for land and earn a market-responsive return on investment from development of each concept. HR&A will test a concise set of development program sensitivities to establish a common ground and/or set of tradeoffs to achieve a set of financially feasible near-term development scenarios that achieve the City's desires. The financial feasibility analysis will help identify the market appropriate scale and type of development, as well as any required development incentives needed to catalyze activity. The analysis will include the following steps:

- Based on the concept design studies in Task 14.3, HR&A will generate up to four development scenarios, with specific descriptions of their program type and site.
- HR&A will prepare preliminary pro forma residual land value analyses for the development prototypes. The residual land value analyses will estimate development costs including financing, net operating income, residual land value, return on cost or other metrics as appropriate.
- HR&A will compare residential value estimates to prevailing land values for retail or other commercial uses to determine feasibility thresholds (or alternatively, compare performance with market-aligned return on cost expectations).

Based on the financial analysis above, HR&A will identify barriers and challenges to new development in the study area and propose recommendations for addressing them from a planning and policy perspective.

**Task 14.5: Incentives and Standards to Increase Housing Production.** P&W, in collaboration with HR&A, will develop an approach to incentives and development standards to encourage compatible and affordable mixed-use and housing development that include:

- Housing development incentives
- Commercial incentives (if desired)
- Building placement, massing, and frontage design
- Neighborhood compatibility and transitions
- Mobility features, including parking standards and requirements

**Task 14.6: General Plan Integration.** After the completion of the technical analysis in Tasks 14.1-5, the Consultant team will incorporate key findings into the General Plan, including policies and implementation actions as additions to the General Plan Land Use and Implementation Elements.

#### **Task 14 Deliverables**

- 14.1 Memorandum and presentation to the City summarizing the analysis' findings
- 14.2 Sepulveda Corridor mapping, opportunity parcels evaluation matrix, and evaluation criteria
- 14.3 Four conceptual design studies (11x17) with plans, sections, 3D views, tabulations of areas, and precedent images
- 14.4 Memorandum and presentation to the City summarizing findings and recommendations from the pro forma analysis
- 14.5 Memorandum outlining key incentives and conceptual development standards
- 14.6 Additions to Land use and Implementation Elements

2. The Schedule of Compensation, as set forth in Exhibit "B" shall be amended by adding the following:

Consultant shall complete all the work and tasks described above for a total amount of compensation that does not exceed \$142,500.00 based on the below per task costs.

<b>Task</b>	<b>Cost</b>
Task 14.1: Develop Retail Demand Model	\$36,000
Task 14.2: Property Assessment	\$20,000
Task 14.3: Concept Design Studies	\$20,000
Task 14.4: Pro Forma Analysis of Development Feasibility	\$24,000
Task 14. 5: Incentives and Standards to Increase Housing Production	\$30,000
Task 14.6: General Plan Integration	\$12,500
<b>Total</b>	<b>\$142,500</b>

3. Retroactively, pertaining to the Amended Amendment, City's agreement with HCD titled Standard Agreement Number 19-PGP-14303 (HCD Planning Grant Program [PGP] Agreement), between the City and HCD, attached to this Amendment as Exhibit "D," shall be incorporated herein. As required by the HCD PGP Agreement, each and every provision of the HCD PGP Agreement shall apply to Consultant and Consultant's subconsultants (Veronica Tam + Associates). In accordance with the HCD PGP Agreement, a copy of the Amended Agreement and this Amendment shall be submitted to HCD's program manager.
4. City's agreement with HCD titled Standard Agreement Number 20-LEAP-15370 (HCD LEAP Agreement), between the City and HCD, attached to this Amendment as Exhibit "E," shall be incorporated herein. As required by the HCD LEAP Agreement, each and every provision of the HCD LEAP Agreement shall apply to Consultant and Consultant's subconsultants (HR&A Advisors and Perkins & Will). In accordance with the HCD LEAP Agreement, a copy of the Amended Agreement and this Amendment shall be submitted to HCD's program manager.
5. Except as expressly set forth herein, all terms and conditions of the Amended Agreement shall remain in full force and effect.
6. The effective date of this Third Amendment is the date it is signed on behalf of the City.
7. The individual(s) executing this Third Amendment on behalf of each party is (are) authorized to execute this Third Amendment on behalf of said party. Each party has taken all actions required by law to approve the execution of this Third Amendment.

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8. The Parties acknowledge and agree that this Third Amendment may be executed in counterpart, and by faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

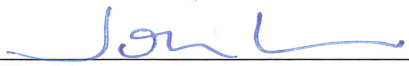
RAIMI + ASSOCIATES

Dated: 3-8-2021

By   
Matthew Raimi  
President and CEO

CITY OF CULVER CITY, CALIFORNIA


Dated: 04/08/2021

By   
John Nachbar  
City Manager

APPROVED AS TO CONTENT:

  
Sol Blumenfeld  
Community Development Director

APPROVED AS TO FORM:

  
for Carol A. Schwab  
City Attorney



## STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

## EXHIBIT D

## TO CONTRACT 32000019A3

AGREEMENT NUMBER

19-PGP-14303

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

## CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

## CONTRACTOR'S NAME

City of Culver City

2. The term of this Agreement is:

## START DATE

Upon HCD Approval

## THROUGH END DATE

12/31/2022

3. The maximum amount of this Agreement is:

\$160,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	PGP Terms and Conditions	8
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		15

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

## CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Culver City

## CONTRACTOR BUSINESS ADDRESS

9770 Culver Blvd-Housing Division

## CITY

Culver City

## STATE

CA

## ZIP

90232

## PRINTED NAME OF PERSON SIGNING

Sol Blumenfeld

## TITLE

Assistant Executive Director

## CONTRACTOR AUTHORIZED SIGNATURE



## DATE SIGNED

9-10-2020

## STATE OF CALIFORNIA

## CONTRACTING AGENCY NAME

Department of Housing and Community Development

## CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

## CITY

Sacramento

## STATE

CA

## ZIP

95833

## PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

Shaun Singh For

## TITLE

Contracts Manager,  
Business & Contract Services Branch

## CONTRACTING AGENCY AUTHORIZED SIGNATURE



## DATE SIGNED

9/16/2020

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

## **EXHIBIT A**

### **AUTHORITY, PURPOSE AND SCOPE OF WORK**

#### **1. Authority**

Pursuant to Health and Safety Code section 50470, subdivision (b)(1)(A), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Planning Grants Program ("PGP," or the "Program" as defined in Section 102 of the Guidelines) for Local Governments and Localities. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program. Pursuant to Health and Safety Code Section 50470, subdivision (d), the Department has issued the Senate Bill 2 Planning Grants Program Year 1 Guidelines (the "Guidelines") dated December 2018 governing the Program, and a Notice of Funding Availability ("NOFA") dated March 28, 2019.

#### **2. Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance for the preparation, adoption and implementation of a plan for Accelerating Housing Production and Streamlined Housing Production (as defined in Section 102 of the Guidelines) pursuant to the terms of the Guidelines, the NOFA, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, the representations contained in the application, and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2.

#### **3. Definitions**

Terms herein shall have the same meaning as definitions in Section 102 of the Guidelines.

#### **4. Scope of Work**

Update planning documents, entitlement processes or zoning ordinances in accordance with the Grantee's Schedule F: Project Timeline and Budget, as provided by the Grantee in the SB 2 Planning Grant Program application used for subsequent approval by the Department.

#### **5. Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any

**EXHIBIT A**

notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at 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

**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.



**EXHIBIT D**

**PGP TERMS AND CONDITIONS**

**1. Reporting**

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. Upon completion of all objectives and deliverables required to fulfill this contract pursuant to Schedule F: Project Timeline and Budget and the Scope of Work, Exhibit A, Section 4, and as referred to in Exhibit B, Section 6, subsection K. within this Standard Agreement, the Grantee shall submit a final close out report in accordance with Section 604, subsection (b), and as instructed in Attachment 3 of the December 2018 Planning Grants Program Guidelines. The close out report shall be submitted with the final invoice by the end of the grant term as listed in Exhibit B, Section 3, subsection C.

**2. Accounting Records**

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

**3. Audits**

- A. At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the

## EXHIBIT D

Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
  - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
  - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
  - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
  - 3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.
- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees.

**EXHIBIT D**

- 2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

**4. Remedies of Non-performance**

- A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.
- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.
- D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.
- E. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.
- F. The following shall each constitute a breach of this Agreement:
  - 1) Grantee's failure to comply with any of the terms and conditions of this Agreement.
  - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any

## EXHIBIT D

ineligible costs or for any activity not approved under this Agreement.

- 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.

G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:

- 1) Disqualify the Grantee from applying for future PGP Funds or other Department administered grant programs;
- 2) Revoke existing PGP award(s) to the Grantee;
- 3) Require the return of unexpended PGP funds disbursed under this Agreement;
- 4) Require repayment of PGP Funds disbursed and expended under this agreement;
- 5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the PGP Program requirements; and
- 6) Other remedies available at law, or by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
- 7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

### 5. **Indemnification**

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

### 6. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be

## EXHIBIT D

construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

### 7. **Relationship of Parties**

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

### 8. **Third-Party Contracts**

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contracts, and subcontractors must be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the SB 2 Planning Grants Program, the Grantee acknowledges that each partner and/or all entities forming the SB 2 Planning Grants Program collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.
- E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the SB 2 Planning Grants Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this part.

### 9. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program

**EXHIBIT D**

benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the PGP.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the PGP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

**10. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

**11. Changes in Terms/Amendments**

This Agreement may only be amended or modified by mutual written agreement of both parties.

**12. State-Owned Data**

- A. Definitions

## EXHIBIT D

1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

### B. Ownership of Work Product and Rights

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such

## EXHIBIT D

assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and subrecipients hereby agrees to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in Department and no further agreement will be necessary to transfer ownership to Department.

### 13. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.



**EXHIBIT E**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**TO CONTRACT 32000019A3****STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER  
20-LEAP-15370

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

City of Culver City

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

06/30/2024

3. The maximum amount of this Agreement is:

\$150,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	LEAP General Terms and Conditions	9
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		16

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Culver City

CONTRACTOR BUSINESS ADDRESS  
9770 Culver BoulevardCITY  
Culver CitySTATE  
CAZIP  
90232

PRINTED NAME OF PERSON SIGNING

John M Nachbar

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

12/2/2020

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY  
SacramentoSTATE  
CAZIP  
95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager,  
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

1/12/2021

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

## **EXHIBIT A**

### **AUTHORITY, PURPOSE AND SCOPE OF WORK**

#### **1. Authority**

Pursuant to Chapter 3.1 of the California Health and Safety Code (Ch. 159, Sec. 11, Stats. 2019), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Local Early Action Planning Grants Program ("LEAP," or the "Program"), as defined in Health and Safety Code Section 50515, et seq., for Local Governments and Localities. In furtherance of the purpose of the Program, the Department has issued a Notice of Funding Availability ("NOFA") dated January 27, 2020. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program.

#### **2. Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance for technical assistance, preparation and adoption of planning documents, and process improvements to accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing needs assessment, pursuant to the terms of the NOFA, which includes associated forms, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the NOFA, this Agreement, subsequent amendments to this agreement when necessary, the representations contained in the application and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2.

#### **3. Definitions**

Terms herein shall have the same meaning as definitions in Section VIII of the LEAP NOFA.

#### **4. Scope of Work**

Preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance in implementing the sixth cycle of the regional housing needs assessment in accordance with the Grantee's Attachment 1: Project Timeline and Budget and Project Description as provided by the Grantee in the LEAP application used for subsequent approval by the Department.

#### **5. Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Program Manager, or the Manager's designee. Unless otherwise informed, any

Local Early Action Planning (LEAP)  
NOFA Date: January 27, 2020  
Approved Date: May 29, 2020  
Prep. Date: October 23, 2020

**EXHIBIT A**

notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development  
Housing Policy Development  
Attention: LEAP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Application for Funds**

- A. The Department is entering into this Standard Agreement ("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.

**2. Grant and Reimbursement Limit**

The Department's decision to approve or deny an application or request for funding pursuant to the Program, and its determination of the amount of funding provided, shall be final. The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$150,000.00.

**3. Grant Timelines**

- A. This Agreement is effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date").
- B. All Grant funds must be expended by the Grantee on or before December 31, 2023. To ensure that the Grantee is reimbursed on or before December 31, 2023, the Grantee shall deliver to the Department all final invoices for reimbursement on or before September 30, 2023. Under special circumstances, as determined by the Department, the Department may modify the September 30, 2023 deadline.

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 disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the NOFA and this Agreement.
- B. Grant funds shall only be used by the Grantee for eligible activities pursuant to Section VII of the NOFA and only for activities that were approved by the Department, and as stated in Attachment 1: Project Timeline and Budget and Project Description in the Grantee's approved LEAP Application, , and/or any and all documentation incorporated into this Agreement and made a part thereof.
- 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. The Grantee shall use no more than five percent of the total grant amount for costs related to administration of the project.
- D. 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.
- E. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed upon completion of deliverables in accordance with Attachment 1: Project Timeline and Budget and Project Description, and subject to the terms and conditions of this Agreement.
- F. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of full execution of the Agreement, and completed during the grant term, will be reimbursable.
- G. Approved and eligible costs incurred prior to the NOFA date are ineligible and will not be reimbursed.

### 5. Performance

- A. The Grantee shall take such actions, pay such expenses, and do all things necessary to complete all activities as incorporated into the LEAP application and in accordance with the schedule for completion set forth in the Statement of Work, the Grantee's Project Description and Attachment 1: Project Timeline and Budget, and within the terms and conditions of this Agreement.
- B. The Department may monitor expenditures and activities of Grantee, as the department deems necessary, to ensure compliance with program requirements.

Local Early Action Planning (LEAP)  
NOFA Date: January 27, 2020  
Approved Date: May 29, 2020  
Prep. Date: October 23, 2020

**EXHIBIT B**

- C. The Department may request repayment of funds from Grantee or pursue other remedies available to it by law for failure to comply with program requirements.

**6. Fiscal Administration**

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the LEAP 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 LEAP 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 Reimbursement form provided by the Department on the Department's Local Early Action Planning (LEAP) Grants webpage; and
  - 3) Any and all documentation requested by the Department in the Request for Reimbursement 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  
Attention: LEAP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833
- E. The Grantee shall submit invoices for reimbursement to the Department. All invoices shall be subject to the Department's approval and submitted in accordance with the following schedule:

**EXHIBIT B**

- 1) At maximum, once per quarter; or
- 2) Upon completion of a deliverable; and
- 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2020 calendar year beginning from the date of the release of the NOFA on January 27, 2020 as the basis for scheduling reimbursements, with first requests for reimbursement accepted upon full execution of the Agreement by the Grantee and the Department.

- F. The Request for Reimbursement must be for a minimum of fifteen percent (15%) 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, Subsection D of this part. 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 Attachment 1: Project Timeline and Budget, and Project Description, including identification of each employee, contractor or subcontractor 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 and conditions and circumstances may change. Grantees may request adjustments to Attachment 1: Project Timeline and Budget and Project Description in the Grantee's approved LEAP Application in writing (such as a budget adjustment across deliverables), as long as the total budget does not exceed the maximum amount awarded to the Grantee. All adjustments shall be subject to written approval by the Department.

**EXHIBIT B**

- I. Grant funds shall not be disbursed until this Agreement has been fully executed.
- 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 for reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- 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 and requested 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 Attachment 1: Project Timeline and Budget and the Project Description, and/or any and all documentation incorporated into this Agreement and made a part thereof.
- M. The Department may withhold ten percent (10%) of the grant until grant terms have been fulfilled to the satisfaction of the Department and the final close-out report submitted, no later than December 31, 2024 pursuant to Health and Safety Code section 50515.04(c)(2).
- N. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall immediately terminate and be of no further force and effect. In this event, the State and Contractor shall be relieved of any and all obligations under this Grant Agreement.
- O. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the sole discretion to cancel this Agreement without cause, no liability occurring to the State, or amend the current Grant Agreement and amount allocated to Contractor.



**EXHIBIT D**

**LEAP TERMS AND CONDITIONS**

**1. Reporting**

- A. During the term of this Standard Agreement ("Agreement") the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Agreement.
- B. Pursuant to Health and Safety Code Section 50515.04, subsection (a), during the term of the Agreement, the Grantee shall submit an annual report containing all required information by April 1 of the year following receipt of the Grant funds. The annual reports shall be due from the Grantee until Program funds have been expended, but no later than February 28, 2023. A Grantee may, in lieu of providing a separate annual report as identified in Health and Safety Code Section 50515.04, subsection (a), provide the information as part of its Annual Progress Report.
- C. Upon completion of all deliverables required to fulfill this Agreement pursuant to the Grantee's Attachment 1: Project Timeline and Budget as approved in the LEAP Application, the Grantee shall submit a final close out report in accordance with the January 27, 2020 LEAP NOFA. The close out report shall be submitted with the final Request for Reimbursement by September 30, 2023, in accordance with the final invoices due pursuant to Exhibit B, Section 3.

**2. Accounting Records**

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), to enable the determination of incurred costs at interim points of completion and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this

**EXHIBIT D**

Agreement shall be responsible for maintaining accounting records as specified above. Grantee shall monitor and enforce subcontracts accordingly.

**3. Audits**

- A. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.
  - 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
  - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
  - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Agreement.
  - 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
  - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
  - 3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within ninety (90) days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.

**EXHIBIT D**

- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000.00, the Department's right to audit the contractor's records and interview their employees.
  - 2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of three (3) years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter.

**4. Remedies of Non-performance**

- A. The Department may monitor expenditures and activities of an applicant, as the Department deems necessary, to ensure compliance with Program requirements.
- B. The Department may, as it deems appropriate or necessary, request repayment of funds from an applicant, or pursue any remedies available to it by law for failure to comply with Program requirements.
- C. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.
- D. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.
- E. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Agreement.

**EXHIBIT D**

- F. Both the Grantee and the Department have the right to terminate the Agreement at any time upon thirty (30) days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within thirty (30) days of the early termination notice.
- G. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt or complete the planning document. Localities that do not formally adopt or complete the funded activity could be subject to repayment of the grant.
- H. The following shall each constitute a breach of this Agreement:
  - 1) Grantee's failure to comply with any of the terms and conditions of this Agreement.
  - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not approved under this Agreement.
  - 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.
- I. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:
  - 1) Disqualify the Grantee from applying for future Department administered grant programs.
  - 2) Revoke existing LEAP award(s) to the Grantee.
  - 3) Require the return of unexpended LEAP funds disbursed under this Agreement.
  - 4) Require repayment of LEAP Funds disbursed and expended under this Agreement.
  - 5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the LEAP Program requirements.
  - 6) Other remedies available at law, or by and through this Agreement. All remedies available to the Department are cumulative and not exclusive.
  - 7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (15) days.

## EXHIBIT D

### 5. **Indemnification**

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this Agreement.

### 6. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

### 7. **Relationship of Parties**

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

### 8. **Third-Party Contracts**

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager upon request.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the Local Early

**EXHIBIT D**

Action Planning Grants Program, the Grantee acknowledges that each partner and/or all entities forming the Local Early Action Planning Grants Program collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.

- E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the Local Early Action Planning Grants Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this part.

**9. Compliance with State and Federal Laws, Rules, and Regulations**

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the Program.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the LEAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

**EXHIBIT D**

**10. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

**11. Changes in Terms/Amendments**

This Agreement may only be amended or modified by mutual written agreement of both parties.

**12. State-Owned Data**

A. Definitions

1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work

**EXHIBIT D**

under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

**B. Ownership of Work Product and Rights**

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.
- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agrees to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in Department and no further agreement will be necessary to transfer ownership to Department.



**EXHIBIT D**

**13. Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

CITY OF CULVER CITY  
FOURTH AMENDMENT TO STANDARD  
PROFESSIONAL SERVICES AGREEMENT

WITH: RAIMI + ASSOCIATES

FOR: GENERAL PLAN UPDATE (GPU) SERVICES  
(RFP #1802)

THIS FOURTH AMENDMENT to Standard Professional Services Agreement is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and RAIMI + ASSOCIATES, hereinafter referred to as "Consultant."

WHEREAS, on June 25, 2019, City and Consultant (the "Parties") entered into a contract for consulting services to assist the City with its General Plan Update (GPU) (the "Agreement");

WHEREAS, on August 24, 2020, the Parties entered into a First Amendment to the Agreement in order to modify the scope of work and increase the compensation of the Agreement (the "First Amendment");

WHEREAS, on December 28, 2020, the Parties entered into a Second Amendment to the Agreement in order to modify the scope of work of the Agreement (the "Second Amendment");

WHEREAS, on April 8, 2021, the Parties entered into a Third Amendment to the Agreement in order to revise the Scope of Service to modify the tasks to be performed by Consultant, increase the compensation, and add certain provisions in order to satisfy HCD grant requirements; and

WHEREAS, the Third Amendment did not include the Department of Housing and Community Development ("HCD") Senate Bill (SB) 2 Planning Grant Year 1 funds in the amount of \$82,500 and the parties desire to amend the Agreement to add such funds to the Schedule of Compensation; and

WHEREAS, the Agreement and the First, Second and Third Amendments are collectively referred to as the "Amended Agreement";

WHEREAS, the Parties desire to modify and revise the Amended Agreement in order to allow for additional data sharing for the purpose of implementing the Scope of Service.

NOW THEREFORE, in consideration of the foregoing, City and Consultant mutually agree as follows:

1. The following Section 28 is hereby added to the Amended Agreement:

28. USE OF CONFIDENTIAL INFORMATION. City agrees to share certain confidential information with Consultant for Consultant's use in development of the City's General Plan Update. Such confidential information may include, but is

not limited to, the City's business tax information, sales and use tax information, information City has received from HdL Companies and HdL Coren & Cone (such confidential information shall collectively be referred to as "Confidential Information").

Consultant shall keep and hold all Confidential Information confidential at all times following receipt thereof, using the same safeguards as Consultant uses to protect its own confidential information of a similar character, but at least using reasonable care.

The Confidential Information shall be provided to Consultant solely for use in, and for the specific purpose of, performing the Scope of Service described in Exhibit A to this Agreement. Any other use of the Confidential Information is strictly prohibited. With the exception of Consultant staff and subconsultants assigned to work on the Scope of Service set forth in this Agreement ("Consultant Staff and Subconsultants"), Consultant shall not release or disclose the Confidential Information to any other public or private entity or individual. To the extent Consultant releases Confidential Information to its Subconsultants, Consultant shall ensure that Subconsultants agree in writing to the provisions of this Section 28.

Consultant and Consultant Staff and Subconsultants shall keep all Confidential Information secret and confidential, and shall prominently label it as such, in order to prevent its unauthorized use, handling or reproduction. Consultant and Consultant Staff and Subconsultants shall take all reasonable steps to prevent unauthorized viewing or handling of Confidential Information by other persons. Consultant and Consultant Staff and Subconsultants shall not, without the prior written consent of City, duplicate, copy, photograph, or otherwise reproduce in whole or in part any Confidential Information except as necessary for communications with City.

No copies of any Confidential Information shall be made or retained by the Consultant and Consultant Staff and Subconsultants except in connection with communications with City. Consultant agrees that any and all documents, files and materials disclosed or provided to, or in the possession of, Consultant and Consultant Staff and Subconsultants, shall, upon request of City, be, at City's option, either promptly returned to City or destroyed, and Consultant shall promptly, upon City's request, certify to City in writing as to Consultant's compliance with its obligations under this Section 28.

Further, pursuant to Section 6 of this Agreement, Consultant shall indemnify and defend City for any unpermitted or inappropriate release, disclosure and/or use of the Confidential Information.

2. The maximum compensation as set forth in Exhibit B of the Amended Agreement shall be increased by \$82,500 for the HCD SB 2 Planning Grant funding.
3. Except as expressly set forth herein, all terms and conditions of the Amended Agreement shall remain in full force and effect.
4. The effective date of this Fourth Amendment is the date it is signed on behalf of the City.

5. The individual(s) executing this Fourth Amendment on behalf of each party is (are) authorized to execute this Fourth Amendment on behalf of said party. Each party has taken all actions required by law to approve the execution of this Fourth Amendment.
6. The Parties acknowledge and agree that this Fourth Amendment may be executed in counterpart, and by faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

RAIMI + ASSOCIATES

Dated: 7.26.2021

By   
Matthew Raimi  
President and CEO

CITY OF CULVER CITY, CALIFORNIA


Dated: 07/26/2021

By Serena Wright-Black for  
John Nachbar  
City Manager

APPROVED AS TO CONTENT:

Sol Blumenfeld  
Sol Blumenfeld  
Community Development Director

APPROVED AS TO FORM:

  
for Carol A. Schwab  
City Attorney

CITY OF CULVER CITY

FIFTH AMENDMENT TO STANDARD  
PROFESSIONAL SERVICES AGREEMENT

WITH: RAIMI + ASSOCIATES

FOR: GENERAL PLAN UPDATE (GPU) SERVICES  
(RFP #1802)

THIS FIFTH AMENDMENT to Standard Professional Services Agreement is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and RAIMI + ASSOCIATES, hereinafter referred to as "Consultant."

WHEREAS, on June 25, 2019, City and Consultant (the "Parties") entered into a contract for consulting services to assist the City with its General Plan Update (GPU) (the "Agreement"); and

WHEREAS, on August 24, 2020, the Parties entered into a First Amendment to the Agreement in order to modify the scope of work and increase the compensation of the Agreement (the "First Amendment"); and

WHEREAS, on December 28, 2020, the Parties entered into a Second Amendment to the Agreement in order to modify the scope of work of the Agreement (the "Second Amendment"); and

WHEREAS, on April 8, 2021, the Parties entered into a Third Amendment to the Agreement in order to modify the scope of work and increase the compensation of the Agreement and add certain provisions in order to satisfy Department of Housing and Community Development ("HCD") grant requirements for the Second and Third Amendments (the "Third Amendment"); and

WHEREAS, on July 26, 2021, the Parties entered into a Fourth Amendment to increase the compensation of the Amended Agreement to ratify increased compensation associated with the Second Amendment for HCD Senate Bill (SB) 2 Planning Grant funds in the amount of \$82,500 (the "Fourth Amendment"); and

WHEREAS, the Agreement and the First, Second, Third, and Fourth Amendments are collectively referred to as the "Amended Agreement"; and

WHEREAS, the Parties desire to modify and revise the Scope of Service as set forth in the Amended Agreement and increase the maximum compensation for those certain additional services to be conducted by the

Consultant for services requested by the City's Transportation Department (Task 10.6) and not previously contemplated in the Schedule of Compensation.

NOW THEREFORE, in consideration of the foregoing, City and Consultant mutually agree as follows:

1. The Scope of Services, as set forth in Exhibit "A", is hereby amended by modifying Task 5.6 and adding new Tasks (8.8 and 10.6) as set forth below:

Task 5.6 would be amended to allow Nelson\Nygaard (subconsultant to the Consultant) to continue collaborating with City staff to develop the Preferred Direction through revisions to the Aspirational alternative based on City, committee, and community feedback. The scope would be amended as follows:

**Task 5.6: Select Preferred Direction**

Through an extensive public process that will include input from public workshops, City staff, and the Planning Commission and City Council, the alternatives will be vetted, discussed, and evaluated. The Consultant Team will learn from community members and stakeholders and welcomes their input in a variety of meaningful ways. While we may not always be able to do everything the community asks, we can incorporate feedback into the alternatives and arrive at a preferred plan with significant buy-in.

At the end of this process, the preferred direction for each of up to three change areas will have been selected and refined. This finalized approach will present a clear picture of land use, open space, development intensity, circulation, and an economic framework for the continued evolution of each change area. It is assumed that the final direction for each area will represent a combination of elements from project alternatives. It is anticipated that elements of the transportation plan will include enhancements to the connectivity, functionality, and safety of all transportation modes through smart transportation management and a complete streets approach. The preferred alternative will be reviewed and approved by City staff, the Planning Commission and/or City Council.

Nelson\Nygaard will continue collaborating with City staff to develop the Preferred Direction through revisions to the Aspirational alternative based on City, committee, and community feedback. Key activities include:

- Identify Big Moves investments to include within SOV trip reduction analysis (Ex – transit priority lanes, expanded bike network, microtransit, mobility hubs, Ballona Creek S. bank).

2 of 5 meetings conducted: 7/7 - CCPWD and 7/8 CC Transportation)

- Coordinate with City staff to document the relationship between the draft lists of mobility network capital investments developed for GPU and BPAP and what the GPU purpose is and is not in relation to the BPAP's purpose (Nelson\Nygaard - advisory role only)
- City staff perform a detailed review and annotation of project descriptions included within the Preferred Direction (excel workbook) produced by NN and define expanded ped/bike network recommendations beyond those identified in the BPAP. (Nelson\Nygaard - advisory role only)
- Coordinate with City staff to update Roadway Table
- Revise the alternative maps that illustrate the comprehensive long-range priority investment areas for transit, microtransit, active transportation, and emerging mobility network investments for City review. Once City staff has approved maps, a final set of circulation maps will be produced for the GPU.

Deliverable: Preferred Direction mobility network maps and project list. Coordination meeting materials, including agendas, exhibits, and summaries (up to 5 meetings).

Task 8.8 would be a new task to conduct environmental review necessary for the Housing Element Update. The scope would be amended as follows:

**Task 8.8: Housing Element Initial Study / Negative Declaration or Mitigated Negative Declaration (IS/(M)ND)**

Environmental Science Associates (ESA) (subconsultant to the Consultant) would prepare environmental documentation for the Culver City Housing Element Update. ESA anticipates that an IS/(M)ND would be adequate to provide for CEQA clearance for the Housing Element as a policy document. The tasks required for the timely completion of the environmental review process would include:

**Task 8.8a: Collect Data/Prepare Project Description**

ESA will review the Housing Element Update and base the draft (M)ND on the draft Housing Element intended to be sent to the California Department of Housing and Community Development (HCD). ESA will coordinate with the City relative to the required SB 18 and AB 52 consultation, which will notify the Tribes regarding the Housing Element Update. ESA assumes that the City will conduct consultation with tribal representatives who have requested notification of projects within the City pursuant to California Public Resources Code Section 21080.3.1 (Assembly Bill

52) and SB 18. ESA assumes the approach will advise the tribes regarding the nature of the Housing Element Update and the consultation process that will occur during the environmental review process for the General Plan Update thereby allowing consultation on the entirety of the City's General Plan, including the Land Use Map. It is assumed that the City or Project Team will provide any site-specific studies prepared to date, exhibits, and materials for development of the environmental document during this task. If additional data is required, ESA will submit requests to the City.

ESA will prepare a draft (M)ND Project Description, which will include: a project location map; a description of the regional and local setting; the housing element history; planning context; population and housing characteristics and trends; and opportunity sites, if any. ESA assumes the necessary General Plan and/or zoning amendments will be included as part of the City's General Plan Update that is currently underway and will not be evaluated as part of the Project in this environmental document. The Project Description will be used as the basis for preparing the City's Initial Study Checklist, which is described below. Upon receipt of the City's consolidated comments, ESA will make necessary changes to the Project Description for inclusion in the Initial Study.

Deliverable: Project Description

**Task 8.8b: Prepare Initial Study/(M)ND Package**

ESA will prepare a draft of the Initial Study Checklist, which is comprised of a number of technical questions under 19 issue areas, each of which must be addressed with supporting data, evidence, and logic-based analysis. The Explanation of Checklist Determinations will substantiate why each of the environmental issues included within the Initial Study Checklist will not result in significant and unavoidable impacts to the environment. ESA will use information developed as part of the General Plan Update process, such as the Existing Conditions Reports relative to biological and cultural resources, in the preparation of the Initial Study. Given that the Housing Element Update is a policy document that will lay the groundwork for the City to provide the housing necessary to comply with the RHNA allocation, it is anticipated that most issue areas would result in less than significant or no impacts and that the analyses for the most part will be qualitative. ESA will coordinate with the City during the preparation of the Initial Study, as needed, to standardize language relative to the General Plan and zoning amendments anticipated to occur through the General Plan Update process.

ESA assumes no field work will be undertaken as part of this effort since the Housing Element Update is a policy document that does



not include physical development at this time Upon completion of the Initial Study/(M)ND, ESA will submit the document to the City for review. ESA will incorporate revisions to the document based on the single set of consolidated City comments. Upon incorporation of City revisions, ESA will prepare a proof-check of the Initial Study/(M)ND package for City review. Upon finalization of the Initial Study/(M)ND package, ESA will provide a public review Draft (M)ND for City use.

ESA will prepare the Notice of Intent to Adopt (NOI) an (M)ND for City review. ESA assumes the City will distribute the NOI to Responsible Agencies, trustee agencies, other interested parties and the County Clerk as mandated by CEQA. In addition, ESA assumes the City will arrange for publication of the notice in a newspaper of general circulation pursuant to CEQA Guidelines Section 15072(b)(1). It is assumed that posting of the NOI would be provided at City Hall and/or on the City Website, and would be posted by the City. In addition, ESA assumes the City will provide the document to public libraries, if appropriate. ESA will upload the NOI and (M)ND to the State Clearinghouse The NOI will start the 30-day review period for the proposed (M)ND.

**Deliverables:**

- Draft Initial Study/(M)ND for City review (1 electronic copy)
- Proof-Check Draft Initial Study /(M)ND for City Review (1 electronic copy)
- Public Review Draft MND (1 electronic copy)

**Task 8.8c: Prepare Final Initial Study/(M)ND**

Upon completion of the public review period mandated by CEQA, ESA will respond to comments on the IS/(M)ND and will revise the document if necessary. The Responses to Comments will be included in the Final MND, or as a standalone document. Public reaction to the IS/(M)ND cannot be predicted with accuracy and could range from a small number of largely positive comments to a substantial number of technical and/or strongly negative comments. In light of the fact that the City will have involved the public during the preparation of the Housing Element Update, it is assumed that comments on the environmental document will be light. If the Housing Element Update is approved and the IS/(M)ND is adopted, ESA will prepare a Notice of Determination (NOD) consistent with Appendix D of the State CEQA Guidelines or in a format typically used by the City. ESA assumes the City will file the notice with the County Clerk within 5 working days and that the City will provide any necessary filing fees. Filing of the NOD starts a 30-day statute of limitations for CEQA challenges on the Housing Element Update. ESA will attend up to two (2) public hearings regarding the IS/(M)ND during the process.

Deliverables:

- Draft - Final MND for City review (1 electronic copy)
- Proof-Check – Final MND for City Review (1 electronic copy)
- Final MND (1 electronic copy)
- Notice of Determination
- Attendance at up to two (2) public hearings

Task 10.6, Short-Range Mobility Plan, would be added to allow Nelson\Nygaard to assist in the preparation of the City's annual Short-Range Mobility Plan (SRMP) at the request of City staff. The scope would be added as follows:

**Task 10.6: Short-Range Mobility Plan**

Nelson\Nygaard would review the plan as it is developed and provide input and feedback as necessary. Specifically, Nelson\Nygaard would provide staff with direction and guidance in outlining the mobility challenges faced by the City and the phasing of improvements through 2023 that will help the City address these challenges. The SRMP would feed off the General Plan and detail how the organization intends to successfully execute transportation and mobility projects over the next three years with the goal of achieving its long-term mobility objectives as outlined in the General Plan.

**Task 10.6a: Project Coordination Meetings & Briefings**

Nelson\Nygaard will attend and provide written notes summarizing action items for the client for up to five (5) internal meetings with Culver City staff (which assumes attendance at the Transportation Brainstorm Session, the Kickoff Meeting, and three Mobility Collaboration meetings, as outlined in the project schedule provided).

Nelson\Nygaard will support facilitation of critical conversations, as well as discuss and provide guidance around the alignment between the GPU Mobility Element and proposed recommendations for the SRMP. This task will also include review and providing feedback on materials developed by City staff and attendance at the Mobility Subcommittee and the City Council meeting, where Nelson\Nygaard will join as a participant.

**Task 10.6b: SRMP Review & Input**

Nelson\Nygaard will support the client in reviewing up to two (2) working drafts of the SRMP, and final review of content following feedback from the MTP Subcommittee. We provide written comments within the draft document and a summary of recommended changes as a memo (or via email) as needed.

2. Exhibit B (Schedule of Compensation) of the Agreement shall be amended by adding the following:

The maximum Compensation shall be increased by \$25,338.00 for Task 10.6, from \$2,417,010.00 to \$2,442,348.00 for the additional services.

3. Except as expressly set forth herein, all terms and conditions of the Amended Agreement shall remain in full force and effect.
4. The effective date of this Fifth Amendment is the date it is signed on behalf of the City.
5. The individual(s) executing this Fifth Amendment on behalf of each party is (are) authorized to execute this Fifth Amendment on behalf of said party. Each party has taken all actions required by law to approve the execution of this Fifth Amendment.
6. The Parties acknowledge and agree that this Fifth Amendment may be executed in counterpart, and by faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.


RAIMI + ASSOCIATES

Dated: 9-13-21

By   
Matthew Raimi  
President and CEO

CITY OF CULVER CITY, CALIFORNIA


Dated: 10/13/2021

By   
John Nachbar  
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

  
Sol Blumenfeld  
Community Development Director

  
for Carol A. Schwab  
City Attorney