

**THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND PLACEWORKS, INC.**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Third Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Placeworks, Inc., a California corporation ("Consultant" or "Contractor").

WHEREAS, on October 4, 2016, the parties hereto originally entered into that certain Agreement for Consulting Services between the City and Consultant ("Agreement"); and

WHEREAS, on December 19, 2017, the parties hereto entered into that certain First Amendment to the Agreement between the City and Consultant ("First Amendment"); and

WHEREAS, on April 16, 2019, the parties hereto entered into that certain Second Amendment to the Agreement between the City and Consultant ("Second Amendment"); and

WHEREAS, City and Consultant desire to amend the Agreement, First Amendment, and Second Amendment (collectively "Amended Agreement") pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree to make the following amendments to the Amended Agreement:

**a. Additional General Plan Advisory Committee (GPAC) Meetings.**

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**II. Consultant's Duties, Phase 2. Community Engagement Program, Task 2.3 General Plan Advisory Committee (GPAC)**" is hereby amended to add the following duties and deliverables:

"The Consultant shall jointly facilitate the GPAC meetings with the City during the General Plan and Aviation-Artesia Corridor Area Plan preparations. Consultant shall prepare for and attend up to 27 GPAC meetings as directed by the City. Additional meeting attendance (other than that stated above) must be approved by the City.

Four (4) additional meetings of the GPAC (ten (10) originally contracted, ten (10) per the First Amendment, and three (3) per the Second Amendment) are required to better balance the interest by the City to provide more meaningful opportunities for input and feedback from this body and the community. The



additional GPAC meetings have become necessary to revisit GPAC's draft land plan recommendations in light of recent changes in State Housing Law and the pending Regional Housing Needs Assessment (RHNA) allocation, further assessment, analysis, and integration of the City's open spaces (parks and recreation areas, conservation resources, and public spaces), and a final review by GPAC of the updated General Plan document. These matters were not included in the scope of the Original Agreement, First Amendment, or Second Amendment.

***Deliverables:***

- Preparation for, attendance at, and follow up to, 27 GPAC Meetings (four (4) additional GPAC Meetings plus three (3) GPAC Meetings per the Second Amendment plus ten (10) GPAC Meetings per the First Amendment plus the ten (10) originally contracted."

**b. Community-Wide Workshops.**

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**II. Consultant's Duties, Phase 2. Community Engagement Program, Task 2.4 Community-Wide Workshops**" is hereby amended to add the following duties and deliverables:

"The Consultant shall conduct up to four (4) community-wide outreach workshops at various locations throughout the City over the course of the project to present the community with the existing context and process, obtain feedback on the draft land use plan, conservation, parks and recreation, and open space concepts, the Safety and Noise Element updates, and the Aviation-Artesia Corridor Area Plan. Three (3) community-wide workshops were originally contracted, a fourth (4) was added with the First Amendment to focus specifically on the Aviation-Artesia Corridor Area Plan only, and the Second Amendment determined the Aviation-Artesia Corridor Area Plan would be a combined Community-Wide Workshop along with all of GPAC's land use plan recommendations reducing the number of Community-Wide Workshops to three (3). This Third Amendment serves to align the Community-Wide Workshops program with what was planned with the First Amendment. All four (4) community-wide workshops shall be before the public hearing phase of the Draft Proposed General Plan Updates.

The Draft Proposed Plans shall be developed in coordination with the GPAC, the City Manager's Artesia/Aviation Revitalization Committee, and City based on the public feedback received and the Council-approved Strategic Plan, Mission, and Vision. The feedback received on the Draft Proposed Plans shall be packaged and forwarded to the Planning Commission and the Council for their review. The Proposed Plans shall also be available online, and online users will have the opportunity to comment on the plans digitally; those



comments shall also be presented to the Planning Commission and the City Council.

The Consultant shall gather information through the use of multiple visual and interactive tools to engage the community in a discussion about the future of the City. Activities shall be designed to engage adults and children and may also enlist the participation of other City departments to make this a larger civic event that could draw more attendees.

***Deliverables:***

- Preparation for, facilitation of, and follow up to, community workshops (four (4) workshops total)
- Online engagement tools (Survey Monkey)
- Preparation of summary of big ideas and take-aways from each workshop"

**c. Study Sessions and Public Hearings**

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**II. Consultant's Duties, Phase 2. Community Engagement Program, Task 2.5 Study Sessions and Public Hearings**" is hereby amended to add the following duties and deliverables:

***Study Sessions***

At the City's request, Consultant shall co-host study session(s) with the Planning Commission and City Council (joint session if desirable) to provide preliminary feedback regarding the concepts and approaches related to the land use plan.

The format and intent of the study session(s) will vary from the public hearings to adopt the General Plan. These session(s) are intended to keep decision makers informed, get informal approval at key points, and provide an additional opportunity for community participation. Consultant(s) may participate in these study session(s) as determined by the City in lieu of Consultant(s) attending the same number of public hearings prescribed below.

***Public Hearings***

Consultant shall participate in up to two (2) public hearings for the public draft Revised Land Use; Conservation, Recreation and Parks, and Open Space; Noise; and Safety Elements with both the Planning Commission and City Council (two adoption hearings held for both Planning Commission and City Council – total of four hearings) as determined by the City. This task includes some preparation in support of the study session(s) or hearings with the City to prepare the PowerPoint presentations and staff reports and the Consultant(s) to be in attendance by up to two staff members of the Consultant as well as representatives from Sub-Consultants Fehr and Peers



and BAE, as needed. Sub-Consultant Fehr and Peers will attend up to 3 public meetings (study session or public hearing) and will provide input on the preparation of presentation materials as it relates to land use changes and their effect on transportation.

Consultant(s) shall work with City staff in support of the City staff's development of required staff reports and PowerPoint presentations. At the study session(s) and/or hearings, the Consultant shall be available for presentations and responding to questions and comments received.

City will be responsible for any subsequent work related to revisions of the adopted Local Coastal Program (including text changes or coordination/hearings with the California Coastal Commission).

***Deliverables:***

- Support City staff's preparation of staff reports and PowerPoint presentations
- Attendance at Study Sessions or Public Hearings (up to 4, 2 each at Planning Commission and City Council)."

**d. Evaluate Traffic Impacts of Land Use Scenarios.**

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Agreement entitled, "**II. Consultant's Duties, Phase 4. Prepare Draft Land Use Element, Task 4.3 Evaluate Traffic Impacts of Land Use Scenarios**" is hereby deleted in its entirety.

**e. Evaluate Fiscal Impacts of Land Use Scenarios.**

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, "**II. Consultant's Duties, Phase 4. Prepare Draft Land Use Element, Task 4.4 Evaluate Fiscal Impacts of Land Use Scenarios**" is hereby amended to add the following duties and deliverables:

"For this task, Sub-Consultant BAE shall conduct a fiscal impact analysis to determine the net fiscal impacts to the City's General Fund for the GPAC recommended land use plan. A fiscal impact model shall be prepared to measure the recurring annual impacts of the recommended land use plan at project build out. Sub-Consultant BAE shall prepare the fiscal model using the City's most recent budget.

Revenues will be based on a hybrid average revenue/marginal revenue approach. Sub-Consultant BAE shall project revenues using a marginal approach (e.g., property taxes, property tax in lieu of VLF, sales taxes) based



on development characteristics. Sub-Consultant BAE shall project revenues using an average revenue approach based on the anticipated increase in service population (i.e., new residents plus half of new employment). Sub-Consultant BAE shall use an average cost approach to project new costs and will supplement the analysis with information gathered and provided by the City to determine whether a marginal cost approach is needed (e.g., police, fire). Sub-Consultant BAE shall compare projected revenues to costs in order to determine whether revenues from new development are sufficient to cover the costs of providing municipal services.

***Deliverables:***

- Fiscal Impact Analysis Report (GPAC recommended draft Land Use Plan)”

**f. Aviation-Artesia Corridor Area Plan.**

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, “**Phase 12. Aviation-Artesia Corridor Area Plan, Task 12.7 Community Workshop**” is hereby amended to revise the following duties and deliverables:

“A workshop is designed to gather broad input and buy-in from a community-wide audience and to provide an opportunity for the greater Redondo Beach community to personally weigh in on the proposed refinements to the Aviation-Artesia Corridor.

Consultant shall conduct one (1) community outreach workshop over the course of the project to present the community with the existing context and process and to obtain feedback on the draft Area Plan.

The workshop shall be focused on reviewing and commenting on the Draft Proposed Aviation-Artesia Corridor Area Plan. The Draft Proposed Plan shall be developed in coordination with the GPAC, the Artesia/Aviation Boulevard Revitalization Committee, and City staff and based on the public feedback received and the Council-approved Strategic Plan and Vision. The feedback received on the Draft Proposed Aviation-Artesia Corridor Area Plan shall be packaged and forwarded to Planning Commission and Council for their review and approval. The Draft Proposed Aviation-Artesia Corridor Area Plan shall also be available online, and online users shall have the opportunity to comment on the plan digitally; those comments shall also be presented to Planning Commission and Council.

Consultant shall gather information using multiple visual and interactive tools to engage the community in a discussion about the future of the Aviation-



Artesia Corridors. Activities shall be designed to engage adults and children and may also enlist the participation of other departments to make this a larger civic event that could draw more attendees.

***Deliverables:***

- Preparation for, and facilitation of one (1) community workshop focused on the Aviation-Artesia Corridor Area Plan
- Online engagement tools (Survey Monkey for feedback on the Area Plan and prioritizing the Implementation Plan within the Area Plan)
- Preparation of summary of big ideas and take-aways from workshop”

**g. General Plan/Area Plan/Zoning Consistency Analysis.**

EXHIBIT "A" PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES of the Amended Agreement entitled, “**Phase 14. General Plan/Zoning Consistency Analysis**” is hereby amended to revise the following duties and deliverables:

“California planning law requires that general plans be consistent with other elements of the general plan and other implementation tools, including zoning ordinances. The consultant shall provide a high-level review of the City’s Zoning Ordinance for consistency with new General Plan Elements (Land Use, Noise, Safety, and Open Space, Parks, Recreation and Conservation).

City staff, with assistance from the Consultant, will development a table to compare zoning and General Plan designations, standards and goals/policies, and Area Plan policies and strategies, that will identify differences/inconsistencies. City staff will serve as the lead in determining necessary zoning amendments. The Consultant will conduct the General Plan/Zoning map comparison and develop a map that demonstrates consistency. If the review of the mapping is more efficient than estimated (less than 40 hours or \$6,350.00), the Consultant shall provide additional support of the policy/zoning consistency analysis. Changes that must be made to be consistent with State mandates (legal requirement) shall be identified in the “table”. The Consultant shall identify suggested changes in the Zoning Map that result from changes in General Plan definitions, intent, intensity/standards and proposed/adopted land use plan, policies and any implementation strategies from the Area Plan. Zoning Code amendments to address determined inconsistencies are not included in this task and will be completed by City Staff separately.

***Deliverables:***



- Consultant shall provide examples of consistency review methodology documents/tables to the City in support of this task,
- Review by Consultant of the table developed by City staff identifying the findings of the General Plan/Area Plan/Zoning Consistency Analysis,
- Map, in GIS and print, identifying inconsistent zoning designations with updated General Plan Map.”

**h. EXHIBIT "B" SCHEDULE FOR COMPLETION** of the Amended Agreement is hereby amended as follows:

“The term of this Agreement shall extend from December 31, 2020 to December 31, 2021 (“Term”) unless otherwise terminated as herein provided. The Agreement shall automatically renew for a subsequent annual term upon the City Manager providing notice to Consultant at least 30 days prior to the expiration of the Term. In no event shall the Agreement extend beyond December 31, 2022.”

**i. EXHIBIT "C" COMPENSATION** of the Amended Agreement is hereby amended and revised to increase the total cost for this Third Amendment from **\$1,348,292** to an amount not to exceed **\$1,436,608**. Tasks with budgets available for repurpose/reallocation are itemized first followed by additional budgets required to complete identified tasks.

<b>STUDY SESSIONS AND PUBLIC HEARINGS</b>	
<b>Task 2.5</b>	
<ul style="list-style-type: none"> <li>• (\$20,982 originally budgeted)</li> <li>• \$4,000 available for repurpose/reallocation with reduced scope</li> </ul>	(\$4,000)
<b>TOTAL Task 2.5 (Third Amendment-Available for Reallocation)</b>	<b>(\$4,000)</b>

<b>EVALUATE TRAFFIC IMPACTS OF LAND USE SCENARIOS</b>	
<b>Task 4.3</b>	
<ul style="list-style-type: none"> <li>• (\$2,999 originally budgeted)</li> <li>• This task to be completed as part of “Phase 8. CEQA Review Process” and “Task 9.6 Traffic Impact Analysis”</li> <li>• \$2,999 available for repurpose/reallocation</li> </ul>	(\$2,999)
<b>TOTAL Task 4.3 (Third Amendment-Available for Reallocation)</b>	<b>(\$2,999)</b>

<b>ELEMENT FORMAT AND STRUCTURE</b>	
<b>Task 7.2</b>	
<ul style="list-style-type: none"> <li>• (\$5,508 originally budgeted)</li> <li>• This task is complete with budget remaining</li> </ul>	(\$1,225)



<ul style="list-style-type: none"> <li>• \$1,225 available for repurpose/reallocation.</li> </ul>	
<b>TOTAL Task 7.2 (Third Amendment-Available for Reallocation)</b>	<b>(\$1,225)</b>

<b>GENERAL PLAN/AREA PLAN/ZONING CONSISTENCY ANALYSIS</b>	
<b>Phase 14</b> <ul style="list-style-type: none"> <li>• (\$16,500 originally budgeted)</li> <li>• \$10,000 available for repurpose/reallocation with reduced scope</li> </ul>	(\$10,000)
<b>TOTAL Phase 14 (Third Amendment-Available for Reallocation)</b>	<b>(\$10,000)</b>

**Subtotal – Available for Reallocation** **(\$18,224)**

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<b>GENERAL PLAN ADVISORY COMMITTEE MEETINGS</b>	
<b>Task 2.3</b> <ul style="list-style-type: none"> <li>• (4) @ \$9,300/GPAC: <ul style="list-style-type: none"> <li>◦ (4) additional per Third Amendment required to complete task</li> </ul> </li> </ul>	\$37,200
<b>TOTAL Task 2.3 (Third Amendment)</b>	<b>\$37,200</b>

<b>COMMUNITY WIDE WORKSHOPS</b>	
<b>Task 2.4</b> <ul style="list-style-type: none"> <li>• (\$25,480 originally budgeted)</li> <li>• (\$7,500 additionally budgeted, First Amendment - Task 12.7 AACAP)</li> <li>• \$1,000 additional required to complete task</li> </ul>	\$1,000
<b>TOTAL Task 2.4 (Third Amendment)</b>	<b>\$1,000</b>

<b>PROJECT COLLATERAL, CONTENT FOR CITY WEBSITE AND MEDIA</b>	
<b>Task 2.6</b> <ul style="list-style-type: none"> <li>• (\$35,924 originally budgeted)</li> <li>• \$5,000 additional required to complete task</li> </ul>	\$5,000
<b>TOTAL Task 2.6 (Third Amendment)</b>	<b>\$5,000</b>

<b>UPDATE AND REFINE LAND USE DIAGRAM</b>	
<b>Task 4.1</b> <ul style="list-style-type: none"> <li>• (\$12,688 originally budgeted)</li> <li>• (\$36,014 additionally budgeted, Second Amendment)</li> <li>• \$5,000 additional required to complete task</li> </ul>	\$5,000
<b>TOTAL Task 4.1 (Third Amendment)</b>	<b>\$5,000</b>





<b>EVALUATE FISCAL IMPACTS OF LAND USE SCENARIOS</b>	
<b>Task 4.4</b>	
<ul style="list-style-type: none"> <li>• (\$18,014 originally budgeted)</li> <li>• (\$13,650 of the originally budgeted funds were repurposed administratively for additional economic analysis and participation of the economic consultant at GPAC meetings in the development of AACAP – Tasks 12.4 and 12.12 AACAP)</li> <li>• \$10,000 additional required to complete task</li> </ul>	\$10,000
<b>TOTAL Task 4.4 (Third Amendment)</b>	<b>\$10,000</b>

<b>UPDATE LAND USE ELEMENT</b>	
<b>Task 4.5</b>	
<ul style="list-style-type: none"> <li>• (\$15,878 originally budgeted)</li> <li>• \$4,000 additional required to complete task</li> </ul>	\$4,000
<b>TOTAL Task 4.5 (Third Amendment)</b>	<b>\$4,000</b>

<b>UPDATE CONSERVATION, PARKS AND RECREATION, AND OPEN SPACE ELEMENT</b>	
<b>Task 5.2</b>	
<ul style="list-style-type: none"> <li>• (\$8,874 originally budgeted)</li> <li>• \$8,500 additional required to complete task</li> </ul>	\$8,500
<b>TOTAL Task 5.2 (Third Amendment)</b>	<b>\$8,500</b>

<b>PROJECT TEAM MEETINGS</b>	
<b>Task 10.2</b>	
<ul style="list-style-type: none"> <li>• (\$23,868 originally budgeted)</li> <li>• (\$30,000 additionally budgeted, Second Amendment)</li> <li>• \$15,840 additional required to complete task</li> </ul>	\$15,840
<b>TOTAL Task 10.2 (Third Amendment)</b>	<b>\$15,840</b>

<b>SAFETY ELEMENT PREPARATION</b>	
<b>Task 11.1</b>	
<ul style="list-style-type: none"> <li>• (\$7,500 originally budgeted)</li> <li>• \$10,000 additional required to complete task</li> </ul>	\$10,000
<b>TOTAL Task 11.1 (Third Amendment)</b>	<b>\$10,000</b>

**Subtotal – Third Amendment** **\$96,540**

**Subtotal – Third Amendment Minus Reallocation** **\$78,316**  
**(\$96,540 - \$18,224)**

<b>Reimbursable: Additional required to complete project</b>	<b>\$10,000</b>
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<b>Contingency: Additional to complete project</b>	<b>\$0</b>
<b>GRAND TOTAL – Second Amendment</b>	<b>\$88,316</b>

Notes: Reimbursable expenses are estimated above and include the costs for printing, photography, copies, blueprinting, and deliveries. The above budget is an estimate. Actual reimbursable expenses will be billed at cost plus 12.5%.

**j. Modification**

Except as expressly set forth herein, the Agreement, the First Amendment, and the Second Amendment shall continue in full force and effect. The Agreement together with the First Amendment, Second Amendment and this Third Amendment constitute the entire agreement between the parties and supersedes any previous oral or written agreement. In the event of any inconsistency between this Third Amendment and the Agreement, First Amendment, and Second Amendment the terms of this Third Amendment shall prevail. This Third Amendment may be modified or amended only by a subsequent writing executed by all of the parties and approval by the City Council.

**[SIGNATURES ON FOLLOWING PAGE]**




IN WITNESS WHEREOF, the parties have entered into this Third Amendment as of this 17<sup>th</sup> day of March 2020.

CITY OF REDONDO BEACH  
A chartered municipality

PLACEWORKS, INC.  
a California Corporation


  
\_\_\_\_\_  
William C. Brand, Mayor

By:   
Name: Wendy Nowak  
Title: Principal


ATTEST:

APPROVED

  
\_\_\_\_\_  
Eleanor Manzano, City Clerk

  
\_\_\_\_\_  
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

 FOR  
\_\_\_\_\_  
Michael W. Webb, City Attorney

