

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **MOORE IACOFANO GOLTSMAN, INCORPORATED DBA (MIG) INC.**, herein after referred to as "CONSULTANT".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONSULTANT to **prepare the 2021-2029 Housing Element Update, to update the Safety Element, and to prepare an Environmental Justice Element to the City's General Plan; to prepare a Land Use and Zoning Consistency Analysis and a High Quality Transit Area Overly District Analysis; and to prepare and process a California Environmental Quality Act (CEQA) compliant document.**
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall remain in effect until completion of the services to be provided by CONSULTANT hereunder, unless earlier terminated by CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONSULTANT for work performed to date in accordance with CONSULTANT's proposal which is attached as Attachment "A" and is hereby incorporated by reference. CONSULTANT is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of tasks as set forth in the Proposal. The **Proposal and Scope of Work is attached as Attachment "A", and the Budget Schedule is attached as Attachment "B"**, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONSULTANT shall be compensated as follows:

- 3.1 Amount. CONSULTANT shall be compensated for the services provided under this Agreement in accordance with the fee schedule set forth in CONSULTANT's Proposal; provided, however, that total compensation payable by CITY to CONSULTANT under this Agreement shall not exceed the total amount of **Five-Hundred Thousand, Five-Hundred and Eighty-Five Dollars and 00/100 cents (\$500,585.00)**, payable in arrears. Unless otherwise mutually agreed by the parties in writing, CONSULTANT shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein.
- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONSULTANT must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in the Budget Schedule (Attachment "B").
- 3.3 Records of Expenses. CONSULTANT shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONSULTANT shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### **4. Insurance requirements.**

- 4.1 COMMENCEMENT OF WORK. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONSULTANT and all sub-CONSULTANTS shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

4.3 INSURANCE AMOUNTS. CONSULTANT shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount of \$2,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONSULTANT. CONSULTANT shall provide to CITY

proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

*If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.*

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent CONSULTANT.** It is agreed to that CONSULTANT shall act and be an independent CONSULTANT and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONSULTANT shall comply with, and shall be responsible for causing all CONSULTANTS and sub-CONSULTANTS performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Conflict of Interest.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
- a. (CONSULTANT)  
**MIG, Inc.**  
**Attention: Laura Stetson**  
**537 S. Raymond Avenue**  
**Pasadena, CA 91105**
  - b. (Address of CITY) (with a copy to):  
  
**City of Garden Grove**  
**Attention: Maria Parra**  
**Community and Economic Development**  
**11222 Acacia Parkway**  
**Garden Grove, CA 92840**
10. **CONSULTANT's Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONSULTANT shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and

omissions of its sub-CONSULTANT as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any sub-CONSULTANT and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall defend, and hold harmless CITY and its elective or appointive boards, officers, and employees from any and all claims, liabilities, expenses, or damages, including reasonable attorneys' fees, for injury or death of any person, or damages, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S, officers, employees, sub-CONSULTANTS, or independent CONSULTANTS hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
19. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
20. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
21. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

*[SIGNATURES ON FOLLOWING PAGE]*

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"  
CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONSULTANT"  
MOORE JACOFANO GOLTSMAN, INC.**

By: *[Signature]*

Name: Daniel S. Jacofano

Title: President/CEO

Date: 6/12/2020

Tax ID No. 94-3116998

CONSULTANT's \_\_\_\_\_ License: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**  
*[Signature]*  
Garden Grove City Attorney

6-10-2020

Date

**ATTACHMENT "A"**

**SCOPE OF WORK**

## HOUSING, SAFETY, & ENVIRONMENTAL JUSTICE ELEMENTS

JUNE 2020

# Understanding and Approach

We have prepared a scope of services based upon our extensive General Plan and Housing Element experience, a review of the Requests for Proposals (RFP), and our understanding of the City's needs. We have developed a scope that addresses the requirements of State law, together with a rigorous schedule to adhere to the State adoption deadline for the Housing Element (October 15, 2021). In preparing the Housing, Safety, and Environmental Justice Element updates, MIG will ensure that all requirements of recent State legislation are addressed. The Request for Proposals includes a detailed and well-structured work plan. Our scope largely reflects that work plan, with minor modifications based on our prior experience.

## Task 1

### Project Administration

#### 1.1A HOUSING ELEMENT PROJECT KICKOFF AND SCHEDULE DEVELOPMENT

We will conduct a kick-off meeting with City staff to refine the Housing Element work scope and timeline, identify key project team roles, and establish product review procedures. The project schedule will outline a work plan focused on achieving an adopted Housing Element by September 2021, ahead of the statutory deadline. The Safety and Environmental Justice Elements will be prepared on a shorter schedule but with the hearings occurring currently with the Housing Element.

MIG will work with City staff to finalize a project schedule within ten working days after the kick-off meeting that includes tasks and milestones for certification of the Housing Element by State HCD to meet the October 15, 2021 deadline. The schedule will:

- Identify project milestones (tasks) with time for staff review of work products throughout the project
- Include public outreach timeline with public meetings and anticipated commission and council hearings
- Include outreach in compliance with SB 18 and AB 52 regulations
- Include anticipated environmental review timeline
- Include timelines for response to State HCD review and State HCD certification of the Housing Element and City staff review times

The project schedule will be confirmed and/or modified by the consultant and submitted to the City Project Manager on or before the 30th day of each month during the course of the project. In the event project schedule delays are anticipated, MIG will advise City's Project Manager on strategies to correct and stay on course.

#### 1.1B SAFETY/ENVIRONMENTAL JUSTICE PROJECT KICKOFF MEETING

The MIG Team will conduct a kick-off meeting with City staff to refine the Safety and Environmental Justice work scope, identify key project team roles, and establish document review procedures. The

project scope—including community engagement components that intertwine these elements with the Housing Element—will be refined based on our discussions and critical project milestones, and a clear project schedule will be established. The MIG principal in charge and project manager will attend the kick-off meeting. We will prepare the meeting agenda, as well as meeting summary identifying project goals and follow-up action items.

Per the RFP, the project schedule will:

- Identify project milestones (tasks) with time for staff review of work products throughout the project
- Include public outreach timeline with public meetings and anticipated Planning Commission and City Council hearings
- Include outreach in compliance with SB 18 and AB 52 regulations
- Include implementation of environmental review timeline
- Include timelines for City staff review of deliverables

#### 1.2: DOCUMENT REVIEW

**Housing Element:** MIG will review City documents to aid in understanding local conditions and the community's housing needs. Any gaps in data will be identified and resolved in coordination with City staff. A complete data needs list will be provided to the City prior to the kick-off meeting.

**Safety Element:** MIG will review City documents to aid in understanding local conditions and for the Safety Element, to determine revisions needed to comply with current State law. A complete data needs list will be provided to the City prior to the kick-off meeting. Most specifically, we will review the Local Hazard Mitigation Plan (LHMP), recently adopted on May 26, 2020. The LHMP will contain parallel information for the Safety Element, and we will want to avoid duplicate work to save the City money.

**Environmental Justice Element:** We have conducted a preliminary review of locations of disadvantaged communities in Garden Grove, as shown on the map in the Executive Summary, to understand where the focus of analysis will be and to identify the neighborhoods requiring focused outreach and engagement. As part of this document review task, we will use available online resources to dig deeper into the underlying issues of pollution exposure, chronic health problems, and other factors leading to the identification of local disadvantaged communities.

This scope of work assumes the City will provide MIG with the GIS data needed for the Housing Element, Safety Element, and Environmental Justice Element.

#### 1.3: Ongoing Project Coordination

For the duration of the project, the MIG project manager will conduct phone calls every two weeks with City staff to ensure project coordination and to support close collaboration. These calls and meetings will allow the team to review project status and to discuss issues, documents, and plan presentations. This task also includes project management related to schedule reports, invoicing, and status reports.

#### 1.4: SB 18 AND AB 52 COMPLIANCE

MIG will provide administrative and consultation services in support of Senate Bill 18 (SB 18) and Assembly Bill 52 (AB 52) Native American Consultation. These services are performed under the guidance and direction of the City of Garden Grove, which will consist of the following six-step process:

1. Prepare tribal notification letter(s).
2. Mail and document tribal notification letter(s).
3. Create and update (as needed) SB18 and AB 52 compliance checklist.
4. Forward formal tribal requests and scheduling for Government-to-Government consultation to the City.
5. Follow up with staff during the 30-day tribal notification period.
6. Compile the administrative record that documents SB 18 ad AB 52 compliance.

MIG will perform the six-step process and up to two scheduled conference calls with the City and the tribe(s) to discuss Tribal Cultural Resources and Native American Cultural Resources, potential impacts to those resources, and mitigation measures (if necessary). It is assumed that the City will facilitate these meetings with the assistance of MIG; MIG will document the information and capture Tribal input for inclusion in the project's administrative record.

### **1.5 HCD COORDINATION**

During the initial review period—and during the course of element preparation—we will keep in contact with HCD staff to facilitate review and anticipate/respond to any specific concerns HCD may have. As necessary, we will provide HCD with any requested supplemental data or information on proposed programs, policies, and strategies to meet the RHNA and otherwise comply with State law. As we cannot fully anticipate the depth and scope of comments HCD will offer (particularly given the recent changes in housing element law) nor the time required to effectively negotiate a position acceptable to the City, we have provided an allowance for this task in the program budget. If additional effort is required beyond this allowance, we will bill for additional work on a reimbursable basis with prior authorization from the City. Our scope for this task includes the submittal of the Housing Element to HCD, conference calls with HCD staff and City staff to discuss comments, and preparation of written responses to HCD comments as needed. Our scope assumes up to two rounds of HCD review: one round for the Public Review Draft Housing Element and one round for the adopted Housing Element (HCD is allowed 60 days to review a draft Housing Element and 90 days to review an adopted Housing Element).

### **1.6 MISCELLANEOUS PROJECT TASKS**

The City may wish to include a contingency in the program budget to cover printing costs and preparation of miscellaneous letters, memos, staff reports, exhibits, notices, or other documents as requested in the Request for Proposals. MIG will bill these tasks and direct costs on a time and material basis. If additional tasks/costs are required beyond this allowance, we will bill for additional work on a reimbursable basis with prior authorization from the City.

#### **Task 1 Deliverables**

- Revised scope of services and budget (electronic)
- Data needs list (electronic)
- Summary memo of updates to Safety Element needed to comply with current law (electronic)
- Meeting agendas and summaries (electronic)
- One revised scope of services and budget (electronic)
- One initial project Schedule (electronic)
- Monthly invoicing and schedule reports (electronic)
- SB 18 and AB 52 notification letters

### Task 1 Meetings/Phone Calls

- Kick-off meetings (2)
- Regularly scheduled status calls / meetings

### Task 2: Public Engagement

Community engagement is a critical component of any planning program. Residents and business owners in Garden Grove have insights and objectives that contribute significantly to the tailoring of General Plan elements. With public support of the process and outcomes, the City Council will have a much easier time implementing policy. Furthermore, State Housing Element law and new Environmental Justice Element law require that meaningful public outreach be included as part of the update process.

In the many General Plan updates MIG has led—be they comprehensive or focused—the four top issues receiving intense public interest are housing, community safety, equity, and traffic. This work program tackles safety, equity, and housing. (Traffic will have to wait for another day.) Both safety and housing represent issues central to environmental justice, in addition to a multitude of other issues, including economic power, access to healthy foods, transit access, and political empowerment. Thus, public involvement in developing the Environmental Justice Element will provide the foundation for certain policies in the Safety and Housing Elements.

Below we outline a recommended public engagement plan that can be refined during Task 1 to make sure all constituencies are heard.

#### 2.1: PUBLIC ENGAGEMENT PLAN

MIG will prepare a draft Public Engagement Plan (PEP) that identifies all engagement methods to be used, the schedule of events, specific groups to be contacted, and the activities planned to solicit input. In particular, community outreach will seek out and consider the viewpoints of hard-to-reach groups such as communities of color, low- and moderate-income residents, seniors, youth, limited-English proficient individuals, and people with disabilities. We anticipate that the identified disadvantaged community areas will have concentrations of these demographic groups.

The methods of engagement, to be coordinated with assigned City staff, will include the following, described in detail in subsequent tasks:

- Stakeholder group interviews
- Community workshops
- Online community survey (aligned with workshop content)
- Joint City Council/Planning Commission study sessions
- Public hearings

The draft PEP will be provided to the City within 30 days of contract execution. City staff will provide MIG with consolidated comments using Word's track changes function. We will deliver the final PEP within three days of receiving City staff's comments.

## 2.2: STAKEHOLDER GROUP INTERVIEWS

We plan to conduct stakeholder group interviews that combine issues of concern related to community safety/resiliency, housing, and environmental justice. We will work with City staff to develop the list of interviewees. The interviews will consist of group, rather than one-on-one, sessions because a group dynamic will allow for an engaging exchange of ideas among group members. We have budgeted for a full day of interviews to be attended by two MIG staff: one to lead the interviews and the second to take detailed notes. Representatives from community groups to be interviewed might include:

- Garden Grove Neighborhood Association
- Local churches
- Community Action Partnership of Orange County (Garden Grove representatives)
- Visitors to the H. Louis Lake Senior Center
- Visitors to the Family Resource Centers
- Police cadets
- Citizen Academy
- Chamber of Commerce
- Korean American Community Services
- Homeowner associations
- Housing developers and affordable housing advocates

In particular, we will want to identify groups or persons representative of the people who live within the identified Disadvantaged Communities. This may include working with local schools and PTAs.

MIG will prepare the interview invitations and sample list of questions. The City will be responsible for contacting the interviewees and confirming their participation, and for arranging for an interview room (however, due to COVID-19, they City may opt to conduct group interviews digitally). As needed, MIG will arrange to have an interpreter to attend specific interviews.

Following the interviews, MIG will prepare a summary that identifies the topics discussed and the discussion points.

## 2.3: COMMUNITY WORKSHOPS AND SURVEYS

We will conduct two community workshops during the work program, as described below. In tandem with each workshop, we will prepare survey materials that duplicate workshop content, thus providing opportunities for everyone to participate either in person or virtually. For both workshops and parallel surveys, MIG will be responsible for developing the format and content, preparing announcements, leading the workshop (up to three MIG staff at each event), and preparing workshop/survey summaries. City staff will be responsible for reviewing draft announcements and workshop/survey materials, advertising the events, arranging for workshop venues, arranging for refreshments, and committing City staff to attend and help conduct the workshops. MIG will work with the City to update existing stakeholder contact list to include special needs groups and stakeholders consistent with HCD guidance.

The first workshop will be structured to introduce the City's reasons for updating the Safety Element and Housing Element and preparing an Environmental Justice Element, and to solicit community members' ideas regarding strategies to address issues of highest concern to them. The workshop will be interactive, with participants working in groups. To replicate this activity in survey form, we will prepare

a survey to be released immediately following the workshop that integrates workshop responses and allows on-line participants to respond with the benefit of “hearing” from a larger group.

The second workshop and survey are planned to present the draft elements to the public and get reaction to proposed policies and initiatives for all three elements.

#### 2.4: JOINT CITY COUNCIL/PLANNING COMMISSION STUDY SESSIONS

In the Request for Proposals for the Housing Element, the City states that public engagement should consist, at a minimum, of three public outreach meetings/workshops. In addition to the two public workshops (Task 2.4), we suggest that three study sessions be conducted as part of Neighborhood Improvement and Conservation Commission (NICC), Planning Commission (PC), and/or City Council (CC) meetings—with the public invited as active participants. These study sessions will largely focus on housing element content, including potential housing sites and new housing policies to consider. The final study session will be held to review the draft Housing, Safety, and Environmental Justice Elements, which should be conducted as a joint Planning Commission/City Council meeting. This approach will also allow for policy-maker discussion and direction before the draft Housing Element is sent to the State Department of Housing and Community Development (HCD) for the initial 60-day review period.

MIG will prepare a PowerPoint presentation for each study session. MIG will submit the PowerPoint electronically to City staff for review, reproduction, and/or distribution. Two MIG staff will attend each workshop, one to make the presentation and lead the discussion and the second to graphically record public and decision-maker comments. City staff will be responsible for identifying and securing a meeting location and for the printing and distribution of public notices and flyers (through mailings, social media pages, City website, and public facilities) and any related advertising regarding the workshops and staff reports. Our scope assumes that the City will provide translation services at meetings and for meeting materials as needed. Following each workshop, MIG will prepare a brief workshop summary.

To supplement the Housing Element outreach efforts, any available outreach information compiled as part of the update to the 2020 Consolidated Plan and Analysis of Impediments to Fair Housing Choice will be folded into the public participation section of the updated Housing Element.

#### 2.5: PUBLIC HEARINGS

We have budgeted for two public hearings: one each with the Planning Commission and City Council. We anticipate that the hearings will be conducted after receiving feedback on the Housing Element from HCD. City staff will be responsible for public notices and staff reports.

MIG will prepare and present a PowerPoint presentation for the hearings. We will submit the materials electronically to City staff for review prior to each hearing. One MIG staff will attend each hearing. MIG will assist City staff in responding to any public or agency comments.

Any additional hearings will be billed on a reimbursable basis based on the MIG fee schedule in effect at the time the hearings are held.

#### Task 2 Deliverables

- Public Engagement Plan – draft and final (electronic)
- Interview invitation and sample questions (electronic)
- Interview summary (electronic)

- Public workshop flyer (electronic)
- Workshop and survey materials (electronic and print)
- Study session presentations (electronic)
- Public hearings presentation (electronic)
- Updated stakeholders contact list (electronic)

#### Task 2 Meetings/Phone Calls

- One day of interviews
- Two community workshops
- Three Joint City Council/Planning Commission study sessions
- Two hearings – one each with Planning Commission and City Council

### Task 3

#### Housing Element Update

We will prepare the components of a draft Housing Element for the 2021-2029 planning period that address the requirements of State law. In preparing the Housing Element update, we will proactively identify issues, immediately bring those issues to the attention of City staff, identify potential solutions, and coordinate with City staff as to the best course of action. We will update the current Element to address the sixth cycle RHNA and all new State laws.

#### 3.1 REVIEW OF EXISTING HOUSING ELEMENT PROGRAMS

Consistent with the review and revise requirement of State housing element law (Government Code Section 6558), MIG staff will review the 2014-2021 Housing Element to analyze:

- Progress in implementation: For each program, the analysis will compare differences between what was projected or planned in the housing element and what was achieved.
- Appropriateness of goals, objectives, policies, and programs: A description of how the goals, objectives, policies, and programs in the updated housing element should be changed or adjusted to incorporate what has been learned from the results of the previous element and identification of any implementation barriers.
- Evaluate the existing Housing Element in relation to current State Housing Law and identify any omissions or deficiencies, particularly related to the 2017 housing legislation and pending legislation.

We will prepare a Housing Element Program Performance table summarizing the results from this analysis and recommend specific changes to be incorporated into the revised Housing Plan (policies, programs, and objectives). This table will be the basis for the Program Accomplishments chapter as required by state law.

#### 3.2 HOUSING NEEDS ASSESSMENT

Government Code Section 65583 requires housing elements to review specific demographic, economic, and housing topics, including extremely low-income housing needs, and housing stock characteristics, as well as overpayment and overcrowding. We will complete a housing assessment and needs analysis to comply with Government Code Section 65583(a) and other applicable State statutes.

We anticipate updating the Housing Needs Assessment with housing and population data based on the latest U.S. Census and three- and five-year estimates from the American Community Survey, and other up-to-date City data available related to existing housing units and recent development projects. MIG will assess housing costs and evaluate housing needs within the City, including housing needs for special population groups. We will also assess existing assisted housing developments that are eligible to change designation from low-income housing to market-rate housing over the next 10 years, consistent with State law.

### **3.3 HOUSING RESOURCES (RESIDENTIAL SITES INVENTORY)**

Government Code Section 65583(a)(3) requires local governments to prepare an inventory of land suitable for residential development, including vacant sites and sites having the potential for redevelopment, and an analysis of the relationship of zoning and public facilities and services to these sites. MIG will work with staff to develop a parcel-level inventory of sites with near-term residential development potential. The Residential Sites Inventory analysis will focus on site suitability for housing, drawing first from sites identified in the 2014 Housing Element that have not yet developed. We will evaluate continued site suitability for these sites. Additional new sites will be necessary to accommodate the RHNA, which is much larger than that of the 5th cycle. We will assess the areas in the City identified as most likely to redevelop at density levels that can facilitate affordable housing. The sites inventory will include any vacant sites and sites having the potential for redevelopment (underutilized sites).

Two optional tasks are included in this scope of work (under “Optional Tasks”) that would occur during the update of the Housing Resources task. The first optional task includes a review the City’s existing General Plan Land Use Element and Zoning Code and identification of potential revisions to the Land Use Element and Zoning Code as well as site specific General Plan and Zoning amendments to address the RHNA. The second optional task includes researching and analyzing the creation of a High Quality Transit Area (HQTA) Overlay District to promote housing production and increase density within multi-family zoning areas located within ½ mile of a high quality transit stop, as defined in Assembly Bill 1763 (AB 1763).

MIG will prepare a sites inventory map (GIS) and a summarized land inventory with parcel-specific listing (table) of individual sites as required by law. The MIG Team will then work to provide the required justifications that these sites can facilitate the development of housing, due to existing site, market, and development conditions.

Consistent with State law, the analysis will also identify housing units approved or permitted to credit against the RHNA during the time period between the start of the RHNA planning period (June 30, 2021) and the start of the Housing Element planning period (October, 15, 2021), as well as a projection of the anticipated number of accessory dwelling units that are likely to be constructed during the planning period. This section will also include an evaluation and summary of funding resources, administrative resources, and opportunities for energy conservation.

### **3.4 HOUSING CONSTRAINTS ANALYSIS**

The Housing Constraints analysis identifies potential and actual governmental and nongovernmental (e.g. physical or financial) constraints to housing production. We will update this section as necessary with up-to-date development processes and fees, as well as changes in market constraints due to the economic changes since the last Housing Element was written. We will assess the potential for a variety

of housing types and residential development consistent with adopted land use and zoning policy. Where constraints exist, we will suggest housing programs to mitigate or remove these constraints.

Consistent with AB 686, any updates to Housing Elements occurring after January 1, 2021 must now include an assessment of fair housing in the jurisdiction. State law allows jurisdictions that complete or revise an Analysis of Impediments to Fair Housing Choice (AI) to incorporate relevant portions into the Housing Element. Relevant portions of the City's 2020 Analysis of Impediments to Fair Housing Choice will be included in the Housing Element, within the Constraints Analysis chapter. New laws concerning changes to the housing constraints analysis, including all changes to the State's accessory dwelling unit laws (which are continuously evolving), will be addressed. Where constraints are identified, the Housing Element will include programs to remove and reduce those constraints.

### **3.5 HOUSING PLAN (PROGRAMS AND OBJECTIVES)**

Based on the analysis completed in the above items and building on the existing Housing Element, we will craft a Housing Plan with goals, policies, and programs relative to the maintenance, preservation, improvement, and development of housing to cover this new planning period. Quantified objectives by income group will be established to address housing needs for all income groups, including extremely low-income households.

We will craft a Housing Element that responds to State law requirements that ensure housing opportunities are available to all persons in the City; preserve and improve the existing stock of affordable housing; facilitate development of adequate housing to meet the needs of low- and moderate-income households, meeting regional share of goals; and mitigate any governmental constraints to housing production, improvement, and/or maintenance.

## **HOUSING ELEMENT DRAFTS**

### ***3.6 Screencheck Draft Housing Element***

The Screencheck Draft Housing Element, consisting of the above sections, will be submitted to the City for staff review. The City will be responsible for collecting all staff comments into a single document using Microsoft Word's track changes function, from which MIG will revise the Screencheck Draft Housing Element and complete the Draft Housing Element for public review. This scope and budget assume two rounds of comments and revisions with staff. The City will provide MIG with comments on the screencheck draft within 14 calendar days and comments on the second screencheck draft within 7 calendar days.

### ***3.7 Public Review Draft Housing Element***

Subsequent to resolving all questions and comments on the screencheck drafts, MIG staff will prepare the Public Review Draft Housing Element and transmit to the City electronically. The City will be responsible for making the Public Review Draft available to the public and stakeholders online, at City libraries, and at City Hall.

### ***3.8 HCD Submittal Draft Housing Element***

Subsequent to public review of the Draft Housing Element and after folding in any edits from the outreach meetings, MIG will prepare the Public Review Draft Housing Element. MIG will submit to HCD

one printed copy and one electronic copy along with a transmittal letter to HCD for the initial 60-day review period.

### **3.9 Public Hearing Draft Housing Element**

MIG will prepare the Public Hearing Draft Housing Element, including any changes to the Public Review Draft required by HCD and the City. We will provide an electronic copy to the City for Planning Commission and City Council hearings.

### **3.10 Final Housing Element**

Following adoption of the element by the City Council, MIG will prepare a final version of the Housing Element—including any changes to the draft required by City Staff and officials—for transmittal to HCD for certification review. We will work closely with City staff to ensure that schedules are maintained to meet State deadlines and requirements. HCD has the opportunity to review the Housing Element for up to 90 days—once the Council has adopted it—to ensure the adopted element complies with the provisional certification letter previously issued. During this time, MIG will be available to respond to any specific concerns HCD may have. As necessary, we will provide HCD with any requested supplemental data or information on proposed programs, policies, and strategies to meet the RHNA and otherwise comply with State law. As we cannot fully anticipate the depth and scope of comments HCD will offer nor the time required to address questions or comments, we will use the provided HCD coordination allowance in the program budget. If additional effort is required beyond this allowance, we will bill for additional work on a reimbursable basis with prior authorization from the City.

#### **Task 3 Deliverables**

- One electronic copy of the Screencheck and 2nd Screencheck Drafts Housing Element for City review and comment
- One electronic copy of the Public Review Draft Housing Element
- One electronic copy of the HCD Submittal Draft Housing Element for the City
- One electronic and one printed copy of the HCD Submittal Draft Housing Element for HCD
- One electronic copy of the Transmittal Letter to HCD
- One electronic copy of the Public Hearing Draft Housing Element
- One electronic and twenty (20) printed copies of the Final Housing Element, as requested by the City in the Request for Proposals

#### **Task 4: Safety Element Update**

SB 1241 requires that the Safety Element, upon the next revision of the Housing Element on or after January 1, 2014, to be reviewed and updated as necessary to address the risk of fire in State responsibility areas and very high fire hazard severity zones. As reported by CalFire, Office of the State Fire Marshall, Garden Grove does not contain any local or State responsibility areas identified within very high fire severity zones; thus, the Safety Element does not require an update to address this issue.

SB 99 requires an analysis of residential developments without two emergency evacuation routes. We have included an allowance to complete this analysis based on the fact that Garden Grove is a built-out community and well served by public roads.

SB 379 requires that, upon the next revision of a Local Hazard Mitigation Plan (LHMP) on or after January 1, 2017, or on or before January 1, 2022, if a jurisdiction has not adopted a LHMP, the Safety

Element (and other elements as needed) must be updated to address climate resiliency. Garden Grove recently adopted a LHMP. To avoid duplication of research and analysis, our scope assumes that we will review the LHMP and integrate climate adaptation and resiliency strategies, as appropriate. We have also budgeted to expand material in the LHMP to ensure all components of State law are fully addressed in the updated Safety Element, particularly with regard to:

- Mitigation strategies to minimize climate change impacts specific to Garden Grove, such as increased temperatures and drought
- Assessment of locations of critical facilities and any need to relocate them outside of at-risk areas
- Cooperative agreements with other planning and response agencies
- Use of increased tree canopy and other green space to reduce heat island effects

If not fully addressed in the LHMP, we will work with the City to review current mitigation capabilities—e.g., programs, staffing, funding, and other resources—as well as current infrastructure that is potentially vulnerable during a disaster.

MIG will prepare an administrative draft Safety Element, submitted electronically for staff review. We will work within the format of the current element, updating the text and graphics as needed to address the above. Our scope assumes that the City will provide MIG with an editable version of the document. The City will be responsible for collecting all staff comments into a single document using Microsoft Word's track changes function, from which MIG will revise the administrative draft and complete the screencheck draft Safety Element for final City review. Based on staff's comments on the screencheck draft, we will produce the draft Safety Element for public review.

During the public hearing process, the Planning Commission and City Council may direct revisions to the element. Following the final City Council hearing, we will make the directed revisions. Because the extent of the revisions cannot be known at this time, we have provided an allowance that assumes revisions will be minor (based on the fact that both bodies will have reviewed the element during the study session and our prior experience with such documents).

#### Task 4 Deliverables:

- Administrative Draft Safety Element (electronic)
- Screencheck Draft Safety Element (electronic)
- Draft Safety Element for public review (electronic)
- Final Safety Element adopted by City Council (electronic)

#### Task 5: Environmental Justice Element

As of January 1, 2018, cities and counties are required to either adopt an Environmental Justice Element in their General Plan or integrate environmental justice policies and goals into the elements of the General Plan “upon the adoption or next revision of two or more elements concurrently” (Government Code Section 65302[h][2]). With the update to the Safety Element and Housing Element, an Environmental Justice Element or environmental justice policies integrated into the General Plan is required. The City has elected to prepare a stand-alone element.

Based on our current work on Environmental Justice Elements, we know that the State of California Department of Justice has taken an active interest in reviewing jurisdictions that are required to prepare

an Environmental Justice Element and now scrutinizes the process involving their preparation. Thus, we have prepared this scope to respond to State law, incorporate best practices relevant to Garden Grove, and anticipate comments from the Department of Justice.

#### 5.1: EXISTING CONDITIONS MEMO

As part of preparing the Environmental Justice Element, MIG will conduct a comprehensive analysis regarding environmental pollution exposure. Using CalEnviroScreen 3.0 and other available resources, we have already mapped disadvantaged communities in the City (see above in task 1.2). We will research the social, economic, and pollution data sets. We will review other environmental and health databases and resources to identify indicators measuring city-wide inclusivity and equity, as well as underlying socio-economic variables including home purchasing power, unemployment rate, educational attainment, and poverty levels.

The background information will be consolidated into a memorandum with a text summary and map information. The memorandum will be submitted electronically to the City for staff review. The City will be responsible for collecting all staff comments into a single document using Microsoft Word's track changes function. This scope and budget assume two rounds of comments and revisions with staff. MIG will incorporate these comments into the Environmental Justice Element (task 4.2 below).

#### 5.2: ENVIRONMENTAL JUSTICE ELEMENT

MIG will prepare an Environmental Justice Element. We anticipate that policy will focus on strategies to reduce pollution exposure and environmental burdens affecting low-income and minority populations, together with improving air quality and minimizing impacts on sensitive population groups. We will also look at collaborative policies (e.g., coordination and funding agreements with other public agencies) to encourage greater access to education and job skills training at all age levels. Goals and policies will address the full range of environmental justice issues of relevance to Garden Grove, cross referencing as appropriate environmental justice concerns that may already be addressed in other General Plan elements. We anticipate Environmental Justice Element topics will encompass:

- Pollution exposure
- Food access
- Access to public parks and other community facilities
- Physical activity and residents' health
- Public transit access
- Reduced impacts of climate change
- Education
- Adequate housing (to parallel policies in the updated Housing Element being prepared during the same time period)
- Civic engagement in decision making

MIG will prepare an administrative draft Environmental Justice Element, submitted electronically to the City for staff review. The City will be responsible for collecting all staff comments into a single document using Microsoft Word's track changes function, from which MIG will revise the administrative draft and complete the screencheck draft Environmental Justice Element for final City review. Based on staff's comments on the screencheck draft, we will produce the draft Environmental Justice Element for public review.

During the public hearing process, the Planning Commission and City Council may direct revisions to the element. Following the final City Council hearing, we will make the directed revisions. Because the extent of the revisions cannot be known at this time, we have provided an allowance that assumes revisions will be minor (based on the fact that both bodies will have reviewed the element during the study session and our prior experience with such documents).

#### Task 5 Deliverables

- Existing Conditions Memo (electronic)
- Administrative Draft Environmental Justice Element (electronic)
- Screencheck Draft Environmental Justice Element (electronic)
- Draft Environmental Justice Element for public review (electronic)
- Final Environmental Justice Element adopted by City Council (electronic)

#### Task 6: CEQA Documentation

Adoption of the updated Safety Element, Housing Element, and the new Environmental Justice Element is considered a “project” under CEQA and thus subject to CEQA review. MIG will prepare a program-level analysis to evaluate the potential environmental impact of the project.

Because the Housing Element, Safety Element, and Environmental Justice Element represent policy documents that do not specifically authorize any construction project, MIG’s environmental team will conduct program-level analysis. Consistent with the RFP, this scope assumes that either a Negative Declaration or Mitigated Negative Declaration can be adopted.

In the event that the City would move forward with land use or zoning changes to address the Housing Element RHNA, the cost proposal includes an optional line item for an Environmental Impact Report (EIR) to cover not only the Housing, Safety and Environmental Justice Elements but any associated General Plan land use and/or zoning changes necessary to satisfy the City’s 2021-2029 RHNA. The City may choose to adopt General Plan land use and/or zoning changes separately from the Housing/Safety/Environmental Justice Element process and as such, the CEQA process included in the scope of work (an IS/[M]ND) should be sufficient.

Provided below is our scope for the preparation of an Initial Study that would lead to a Mitigated Negative Declaration (IS/MND), or, if no mitigation measures are needed, a Negative Declaration.

##### 6.1: INITIATE PROJECT, DATA COLLECTION

A project initiation meeting (teleconference) will be held with City staff to review the scope of work with respect to the project description, project tasks, objectives, and work products. This meeting will also be an opportunity to discuss key project issues and concerns and to establish communication protocols. During or prior to this meeting, it is anticipated that all project documents will be provided to MIG for our review.

##### 6.2: PREPARE ADMINISTRATIVE DRAFT IS/MND

MIG will use the CEQA Guidelines Appendix G Standard Environmental Checklist for the Initial Study analysis of the project. MIG will provide thorough and comprehensive answers to each IS checklist question, which will be supported by tables, figures, maps, and graphics as appropriate with source information being referenced. Because of the programmatic nature of the project, we do not anticipate the need to conduct any detailed technical studies (e.g., traffic, air quality, greenhouse gas) as part of

the IS, unless land use changes are proposed. Instead, the analysis will focus on the secondary effects of the policies and programs in the General Plan Elements. The IS/MND document will include the following elements.

### *Introduction*

MIG will define the purpose and organization of the IS/MND and the need for the IS pursuant to CEQA Guidelines. The intent is to provide the CEQA lead agency (the City of Garden Grove) and the public with detailed information about any project environmental effects and any measures required to mitigate potentially significant impacts.

### *Existing Conditions and Project Description*

The existing physical conditions in the City will be described to establish baseline conditions for the project. MIG will formulate an accurate and well-defined project description identifying all characteristics of the proposed elements, focusing on the goals and policies and how they are structured to avoid adverse environmental conditions. The project description will then be compared to the existing conditions and serve as the basis for all subsequent analyses of environmental impacts, thus becoming an essential component of the environmental document.

### *CEQA Checklist Issue Areas*

MIG will depict any physical changes to the environment that could result from implementation of Safety Element, Housing Element, and Environmental Justice Element goals, policies, and implementation measures by addressing the 80 questions within 20 issue areas in the Initial Study Environmental Checklist. MIG will explain project impacts as appropriate.

MIG will use the IS checklist questions, relevant Thresholds of Significance, and City of Garden Grove policies to determine potentially significant impacts. Mitigation measures and/or avoidance and minimization measures will be recommended to reduce potentially significant impacts to less than significant levels, as necessary. An electronic copy of the Administrative Draft IS/MND will be provided for staff review. In accordance with the RFP, under this task it is anticipated that there will be two rounds of review/revisions for the Administrative Draft IS/MND.

### **6.3: PUBLIC REVIEW DRAFT IS/MND**

Following receipt of City comments from the second round of review of the Administrative Draft IS/MND under Task 5.2, MIG will prepare a “proof check” draft that incorporates all City comments. MIG will then submit the proof check draft to the City for final review. Upon approval of the proof check document, MIG will finalize the Public Draft IS/MND, as well as the CEQA Notice of Intent (NOI) to adopt a Negative Declaration. MIG will be responsible for the distribution, via certified mail, of the NOI and the IS/MND based upon a City-provided list of public agencies and interested entities. MIG will also submit the NOI and IS/MND, with required forms, to the California State Clearinghouse. Under this task, MIG will post the NOI with the Orange County Clerk. The City will be responsible for any required newspaper postings and posting at City Hall.

The budget for this task assumes that the distribution copies of the IS/MND document (up to 30) will be provided on Compact Disks (CD).

#### 6.4: FINAL DOCUMENTS: RESPONSE TO COMMENTS, MMRP, AND NOTICE OF DETERMINATION

Following the conclusion of the 30-day CEQA public review period of the Public Review Draft IS/MND, MIG will, if needed, assist the City in responding to any written comments received, including the preparation of written responses, if necessary.

CEQA Guidelines Section 15097 requires a lead agency to prepare and implement a Mitigation, Monitoring, and Reporting Program (MMRP) for all mitigation measures adopted as part of an MND to ensure the mitigation measures are implemented as prescribed by the CEQA document. MIG will prepare a MMRP pursuant to Section 15097 of the State CEQA Guidelines that will be a table of all the mitigation measures included in the IS/MND. The City of Garden Grove will use the table to track the implementation and monitoring of the mitigation measures. For each measure, the responsibility for ensuring proper implementation will be identified along with the timing and method of verification.

Within five working days of the City approval of the project and adoption of the IS/MND, MIG will provide a Notice of Determination (NOD) to the City. Following the City's approval of the NOD, MIG will file it with the Orange County Clerk's Office and the State Clearinghouse.

At the time of the filing, fees will need to be provided by the applicant pursuant to the State of California Fish and Game Code Section 713. This fee is not included in our proposal.

### Task 6 Deliverables

- Administrative Draft #1 Initial Study/Mitigated Negative Declaration (electronic)
- Administrative Draft #2 Initial Study/Mitigated Negative Declaration (electronic)
- Draft Initial Study/Mitigated Negative Declaration for public review (electronic, 4 printed copies, and 20 copies on CD)
- Final Initial Study/Mitigated Negative Declaration with responses to comments, MMRP, and NOD (electronic and one printed copy of each)

## OPTIONAL TASK A

### Land Use Element Update and Zoning Code Amendment

#### A.1: Existing Conditions Analysis

MIG will prepare an existing conditions analysis for the Land Use Element update program that includes the following components:

- **Existing Land Use Data and Map.** In coordination with City staff, MIG will update the existing land use data for the entire City. MIG has access to UrbanFootprint, which includes a detailed existing land use inventory at a parcel level. Review of this data set and minor revisions will be conducted to accurately depict 2020 land use conditions.
- **Existing Land Use Baseline Numbers.** Once the existing land use data has been confirmed by City staff, MIG will build the baseline land use analysis spreadsheet in Excel that establishes the existing numbers for housing units, population, non-residential square feet, and number of employees for each existing land use category. This Excel spreadsheet will establish the baseline land use conditions for planning and CEQA analysis purposes. We will coordinate with the City to establish appropriate factors for population and employment estimates.

- **Development Opportunities Maps.** MIG will evaluate specific sites that could provide suitable locations for new housing and mixed-use opportunities by projecting potential housing development capacity for each site. The analysis will look at the feasibility of housing opportunities within underutilized sites, commercial centers, and along High-Quality Transit Areas (e.g., Beach Boulevard, Katella Avenue, Chapman Avenue, Harbor Boulevard, and portions of Westminster Boulevard), as identified by the Southern California Association of Governments per SB 375. We will also identify appropriate lot conditions which can then be used to project out the number of future accessory dwelling unit (ADU) units within the Housing Element's eight-year timeframe. This study will inform the Land Use Alternatives identified in Task A.2 (Draft Land Use Diagram).
- **Opportunities and Constraints Meeting with Staff.** MIG will meet with City staff to discuss the Existing Land Use and Development Opportunities maps and to help identify focus areas, as well as areas of stability (where no land use changes are anticipated). This meeting will provide the starting point for creating a new Focus Areas Map, where new land use alternatives may be considered as identified in Task A.2 (Draft Land Use Diagram).

### A.2: Draft Land Use Diagram

MIG will prepare a series of land use alternatives that will lead to the creation of a new Preferred Draft Land Use Diagram. This task includes the following components:

- **Land Use Charrette with City Staff.** MIG proposes to conduct an interactive charrette with City staff and the consultant team to review and analyze specific sites where land use alternatives and new housing development may be considered. The meeting will include reviewing and testing land use alternatives using UrbanFootprint, an online land use tool that can test drive multiple land use scenarios. As land uses are painted on parcel-specific sites, the buildout tool can instantaneously project future housing units, population, and employment numbers that we can reviewed interactively during the meeting. We can study how different sites can accommodate housing units at varying densities, which can then be measured against the RNHA numbers.
- **Land Use Alternatives.** Based on information and analysis derived from the Land Use Charrette, MIG will prepare up to two land use alternatives for each focus area for a total of three scenarios. One scenario will include baseline conditions, while the other two scenarios will include land use alternatives. MIG will prepare the scenarios using GIS maps and will include the accompanying preliminary buildout numbers for each focus area. The alternatives maps and numbers will be integrated into the Public Engagement materials identified in Task A.3. Our scope assumes two rounds of review of the alternatives maps and numbers.
- **Prepare Draft Land Use Diagram and Buildout Numbers.** After reviewing comments from the public, joint Planning Commission and City Council Session, and City staff, MIG will prepare a preferred draft Land Use Diagram that will be analyzed in the EIR. MIG will also finalize the buildout numbers based on the Preferred Land Use Diagram. Our scope assumes two rounds of review of the Preferred Draft Land Use Diagram and associated numbers.

### A.3: Land Use and Housing Sites Public Engagement

We will conduct two community workshops during this component of the work program. In tandem with each workshop, we will prepare survey materials that duplicate workshop content, thus providing opportunities for everyone to participate either in person or virtually.

The first interactive workshop will be structured for the community to help identify development opportunities, including new housing and mixed-use sites. To replicate this activity in survey form, we will prepare a survey to be released immediately following the workshop. Because of the limited

timeframe and to avoid community “meeting burn-out,” this workshop will be consolidated with the first workshop identified in Task 2.4, allowing for additional budget to be allocated toward graphics to support the second workshop (see below), which will be a critical community input point.

The second workshop and survey will present the draft land use alternatives and scenarios for the community to consider. The workshop will describe the tradeoffs of each land use alternative to facilitate the prioritization exercise. The workshop will be replicated in survey format.

**Joint PC/CC Study Session: Affirm Land Use Diagram.** MIG proposes to conduct a joint study session with the City Council and Planning Commission to confirm the Draft Land Use Diagram with direction from decision-makers before proceeding to a subsequent EIR task. MIG will facilitate one meeting and prepare a PowerPoint presentation, including maps and graphics and summary of buildout numbers and potential sites to meet the RHNA.

#### A.4: Update Land Use Element and Diagram

Using the currently adopted Land Use Element, MIG will update the document to reflect the Preferred Land Use Diagram and buildout numbers. This will include preparing any new land use designations and relevant goals and policies, as deemed necessary by City staff to ensure consistency with the Housing Element, Safety Element, and Environmental Justice Element.

After adoption of the Land Use Element and Diagram, MIG will prepare the final documents and deliver the files. Our scope assumes two rounds of review of the Draft Land Use Element and one round of review for the Final Land Use Element and Land Use Diagram.

#### A.5: Zoning Code and Map Amendment

In concert with the Land Use Element Update, MIG will revise Chapter 9.12 (Multifamily Residential Standards and Chapter 9.18 (Mixed Use Regulations and Development Standards) of Title 9 (Land Use) of the Municipal Code to implement the General Plan Land Use Diagram, Environmental Justice Element, and Housing Element. MIG assumes this scope of work may include revising or adding new housing and mixed-use districts, updating the Zoning Map, and revising other chapters and/sections to help streamline future housing or mixed-use projects and accommodate the RHNA numbers. Our scope assumes two rounds of review of the Zoning Code text amendments and Zoning map.

### Task A Deliverables

- Existing land use data and map (electronic)
- Existing land use baseline numbers (electronic)
- Development opportunities maps (electronic)
- Land use alternatives (electronic)
- Preferred draft land use diagram and buildout numbers (electronic)
- Land use charrette with City staff materials and summary (electronic)
- Two community workshops’ materials and summary (electronic)
- Joint PC/CC study session: Affirm Land Use Diagram materials and summary (electronic)
- Public Review Draft Land Use Element and Diagram (electronic)
- Final Land Use Element and Diagram (electronic)

### Task A Meetings/Phone Calls

- One opportunities and constraints meeting with staff

- One land use charrette with city staff
- Two community workshops
- One joint PC/CC study session

## **OPTIONAL TASK B**

### **Environmental Impact Report (EIR)**

This task would be performed in lieu of Task 6. A comprehensive Program Environmental Impact Report (EIR) will be prepared to address the Housing Element, Safety Element, Environmental Justice Element, and targeted Land Use Element amendments. The Program EIR will be structured with “end in mind” to minimize the environmental review needed for future development proposals and other projects. A number of available methods under CEQA can be used to eliminate often redundant project-level analysis.

- Use of Categorical Exemptions and a variety of other CEQA exemptions, including those designed for infill, Transit Priority Areas, and housing incentives
- Determining later projects consistent with the Program EIR
- Addendums to the PEIR in those cases where characteristics of later projects are different than originally envisioned in the General Plan, but potential environmental impacts are similar to or less than those analyzed in the PEIR

#### **B.1: EIR Initiation**

MIG and Fehr & Peers staff (traffic consultant) will meet with City staff to review any particular requirements for City CEQA documents, including formatting and specific thresholds of significance, most notably new City methodology and thresholds to address SB 743 requirements.

#### **B.2: Initial Study, Notice of Preparation, and Scoping Meeting**

Once a stable project description has been developed, a Notice of Preparation (NOP) and Initial Study will be prepared. The Initial Study will be used to focus the topical area contents (traffic, noise, air quality, etc.) to indicate potentially significant impacts that will require further analysis in the Draft Program Environmental Impact Report (EIR) and to screen from further review those issue areas that are not potentially significant.

MIG will distribute the Initial Study and NOP to the State Clearinghouse, public agencies, and other interested entities for the CEQA-required 30-day review period. We will also post the NOP with the Orange County Clerk. During the 30-day review period, MIG staff will organize and lead the EIR scoping session with responsible/interested agencies and members of the public.

Comments received on the scope of the EIR will be referenced and considered in the Draft EIR. MIG will refine the scope of the environmental analysis, if warranted, in response to the public scoping process. In addition, MIG will, if necessary, coordinate with City staff with respect to follow up consultation with interested and/or Responsible public agencies.

City staff would be responsible for compiling the NOP mailing list (including interested individuals and non-governmental entities), securing the scoping meeting location, and notifying interested parties that do not directly receive the NOP.

### **B.3: Administrative Draft Program EIR**

MIG will develop a program-level Administrative Draft EIR that considers all aspects of project implementation. Environmental topic areas and potential CEQA-defined impacts will be aligned with potential policies, implementation programs, and other components of the updated elements where applicable. The EIR will include all CEQA-required components, including baseline/existing conditions, project description, cumulative impacts, growth inducing impacts and project alternatives. The CEQA-required executive summary will also be included, along with a summary table of impacts and mitigation measures. Where necessary to address potentially significant impacts practical, implementable and enforceable mitigation measures will be developed.

Under this task the technical reports necessary to support the Draft EIR will also be prepared as follows.

#### ***Air Quality Analysis***

MIG will prepare comprehensive and clear Air Quality analysis in accordance with South Coast Air Quality Management District standards and criteria. The analysis will include up to nine California Emissions Estimator Model (CalEEMod) runs: two for existing conditions, two for unmitigated project conditions, three for mitigated project conditions, and two scenario or situation-specific runs (e.g., VMT changes).

#### ***Greenhouse Gas/Energy Analysis***

MIG will prepare a clear and concise GHG analysis that fully evaluates the proposed project's potential greenhouse gas (GHG) and energy impacts using the CEQA Checklist questions contained in Appendix G of the CEQA Guidelines. The analysis will include GHG emissions from Air Quality CalEEMod runs and up to two energy consumption spreadsheets (gasoline and diesel fuel). Electricity, water, and natural gas consumption will be obtained from CalEEMod or other project data (e.g., water supply or management plan). This task does not include a Climate Action Plan or Greenhouse Gas Emissions Inventory.

#### ***Noise Analysis***

MIG will prepare a clear and concise noise and vibration analysis. The analysis will include two long-term and up to six short-term ambient noise monitoring locations. Traffic noise modeling assumes up to 20 total roadway segments will be modeled. This task does not include the use of any graphical modeling or evaluation of atypical or unusual noise (tonal sources, impact sources) or vibration sources.

#### ***Vehicle Miles Travelled (VMT) Analysis***

##### **Kick-off and Data Collection**

Fehr and Peers will attend the project kick-off meeting with MIG staff and the City staff to discuss the scope, methodology, and impact threshold of the Vehicle Miles Travelled (VMT) analysis.

It is assumed that roadway segment counts will be required for air/nose analysis. As such, this scope assumes data collection at up to 20 roadway segments. Due to travel pattern changes in southern California with the emergence of COVID-19, it is not recommended to use existing roadway segment counts in the study area. However, historical counts in the study area can be factored to reflect 2020 roadway segment counts. Additionally, historic counts can be used to adjust existing counts to non-COVID conditions. Fehr & Peers will coordinate with the City of Garden Grove and request historic counts to develop a method to estimate 2020 roadway segment counts.

#### VMT Analysis

Using the most recent version of the Orange County Traffic Analysis Model (OCTAM), Fehr & Peers will estimate local and regional growth in transportation demand based on OCTAM future land use forecasts and known regional transportation network changes. Future housing changes to the City associated with the Housing Element update will be vetted with the project team and City staff prior to running the model to forecast future conditions. A tabular format of the existing and future year roadway segment volumes will be provided to MIG.

Fehr & Peers will conduct a VMT analysis consistent with the latest CEQA practices, including implementation of Senate Bill 743. OCTAM will be used to estimate the change to VMT as part of the housing element update. Future VMT will be estimated using the verified land use forecasts and future year OCTAM transportation network.

Project-generated growth and project effects on VMT impacts will be evaluated under the cumulative condition using the City of Garden Grove methodology and requirements that are currently under development by Fehr & Peers under contract to the City. Mitigation measures will be identified to address impacts associated with the Housing Element and Safety Element update as needed.

The Draft City of Garden Grove Traffic Impact Analysis Guidelines state that the City Traffic Engineer has the authority to modify the scope of the analysis to include or exclude Level of Service (LOS) analysis. The scope of work and budget for this task assumes no LOS analysis. However, a scope can be prepared for LOS analysis if required by the City, although, consistent with the requirements of SB 743 it would not be used as part of the CEQA analysis.

#### Documentation

Fehr & Peers will summarize the analysis methods, data, and the results of the VMT impact assessment in a draft technical memorandum. The draft memorandum will be submitted to the project team for review. We have included up to four hours of staff time to respond to one round of consolidated comments from the project team on the draft memorandum. The final memorandum will be submitted to the project team.

#### **B.4: Draft EIR for Circulation**

MIG will revise the Administrative Draft EIR based on comments received from City staff and provide a redline "proof check" draft to the City to ensure that all comments and revisions have been addressed.

Following City sign off, the Draft EIR will be ready for public circulation. MIG will prepare a Notice of Completion (NOC) and related and required forms for submittal to the State Clearinghouse and a Notice of Availability (NOA) to be transmitted with the Draft EIR to other public agencies, special interest groups, and interested persons. Circulation of the Draft EIR will initiate a CEQA-required 45-day public review period. The City would be responsible for posting notices in the local newspaper.

#### **B.5: Response to Comments, FEIR, and MMRP**

Following the close of the 45-day review period, MIG will prepare a Response to Comments/Final EIR (RTC/FEIR) that includes responses to public and agency comments received on the Draft EIR during the 45-day public review period. Comments will be addressed with a reasoned analysis supported by substantial evidence related to the issues raised. Some responses may result in revisions to the text or exhibits contained in the Draft EIR, and such changes would be documented in the RTC/FEIR. Once the RTC/FEIR is approved by the City and finalized, MIG will transmit it to the commenters. This task will also include a Mitigation Monitoring and Reporting Program (MMRP). The budget assumes up to 60 individual comments will require a response (note: each comment letter may include multiple comments).

#### **B.6: Findings of Fact and Statement of Overriding Considerations – OPTIONAL**

CEQA requires specific findings regarding the significance of environmental impacts in an EIR and the feasibility of mitigation and project changes. As an optional task, MIG can coordinate with City Staff and the City Attorney to prepare this document and submit a draft for one round of review/revisions. MIG would also prepare a Statement of Overriding Considerations (SOC) for any unavoidable significant and adverse impacts.

#### **B.7: Meetings and Hearings**

The MIG CEQA manager will be available to attend public hearings and will meet with staff during the course of the work. We have provided a budgeted allowance for this task.

#### **B.8: Notice of Determination (NOD)**

Within five working days of certification of the Final EIR by the City Council, MIG will prepare and file the NOD with the County Clerk and the State Clearinghouse. This task does not include payment of any filing fees, including California Department of Fish and Wildlife fees

#### **B.9: Management**

This task provides for management of EIR tasks, including invoicing, subconsultant administration, and progress reports.

#### **Task B Deliverables**

- Notice of Preparation and Initial Study
- Draft and Final Technical Studies (Air Quality, Greenhouse Gases, Traffic and Noise)
- Administrative Draft Program Environmental Impact Report
- Draft Program Environmental Impact Report

- Draft and Final Responses to Comments, FEIR, and MMRP
- Notice of Determination

Task B Meetings/Phone Calls

- Kick-off meeting or phone call for EIR
- Phone calls or meetings to review administrative draft documents
- Public hearings

**ATTACHMENT "B"**  
**BUDGET SCHEDULE**

Task	Principal HRS @ \$225	Project Manager HRS @ \$145	Project Associate HRS @ \$110	CEQA Lead HRS @ \$190	Environmental Analyst HRS @ \$125	Administrative Staff HRS @ \$95	Total
<b>Task 1: Project Coordination</b>							
1.1A Project Kickoff Meeting - Safety/EJ	4	5	900				12
1.1B Project Kickoff Meeting - Housing Element	2	5	450				16
1.2 Document Review	1	5	225				17
1.3 Project Management and Ongoing Coordination	12	5	2,700				171
1.4 SR 18 and AB 52 Compliance	5	2	1,125				105
1.5 HCD Coordination	5	2	1,125				105
1.6 Miscellaneous Project Task Allowance	5	2	1,125				105
<b>Subtotal</b>	<b>19</b>	<b>5</b>	<b>4,275</b>				<b>209</b>
<b>Task 2: Public Engagement</b>							
2.1 Public Engagement Plan	2	5	450				18
2.2 Stakeholder Group Interviews	8	5	1,800				38
2.3 Community Workshops and Surveys	16	5	3,600				146
2.4 Joint PC and CC Study Sessions (3)	18	5	4,050				128
2.5 Public Hearings (2)	8	5	1,800				44
<b>Subtotal</b>	<b>52</b>	<b>5</b>	<b>11,700</b>				<b>46,690</b>
<b>Task 3: Housing Element Update</b>							
3.1 Review of Existing Programs	1	5	225				24
3.2 Housing Needs Assessment	1	5	225				40
3.3 Housing Resources (Residential Sites Inventory)	3	5	675				152
3.4 Housing Constraints Analysis	1	5	225				40
3.5 Housing Plan	1	5	225				30
3.6 Screencheck Draft Housing Element (2 rounds of staff review)	1	5	225				38
3.7 Public Review Draft Housing Element	1	5	225				16
3.8 HCD Submittal Draft Housing Element	1	5	225				16
3.9 Public Hearing Draft Housing Element	1	5	225				12
3.10 Final Housing Element	1	5	225				8
<b>Subtotal</b>	<b>13</b>	<b>5</b>	<b>2,700</b>				<b>378</b>
<b>Task 4: Safety Element Update</b>							
4.1 Administrative Draft	4	5	900				66
4.2 Screencheck and Public Drafts	2	5	450				17
4.3 Final Element (allowance)	1	5	225				11
<b>Subtotal</b>	<b>7</b>	<b>5</b>	<b>1,575</b>				<b>94</b>
<b>Task 5: Environmental Justice Element</b>							
5.1 Existing Conditions Memo	1	5	225				95
5.2 Element Preparation	6	5	1,350				23
5.3 Administrative Draft	2	5	450				82
5.4 Screencheck and Public Drafts	2	5	450				30
5.5 Final Element (allowance)	1	5	225				11
<b>Subtotal</b>	<b>10</b>	<b>5</b>	<b>2,250</b>				<b>158</b>
<b>Task 6: CEQA Documentation (IS/MND)</b>							
6.1 Initiation: Data Collection	1	5	225				10
6.2 Administrative Draft IS/MND (2 rounds of review)	2	5	450				160
6.3 Public Review Draft IS/MND	1	5	225				33
6.4 Final IS/MND, MMWP, & NOD	1	5	225				27
<b>Subtotal</b>	<b>4</b>	<b>5</b>	<b>900</b>				<b>206,490</b>
<b>SUBTOTAL</b>	<b>104</b>	<b>5</b>	<b>23,400</b>				<b>184,335</b>
<b>Direct Costs: Mileage/Printing/Mailing (allowance)</b>							<b>1,383</b>
<b>Project Total</b>	<b>104</b>	<b>5</b>	<b>23,400</b>				<b>185,718</b>
<b>Optional Tasks</b>							
<b>Task A: Land Use Element Update and Zoning Code Amendment</b>							
A.1 Existing Conditions Analysis	4	5	900				166
A.2 Draft Land Use Diagram	32	5	7,200				320
A.3 Land Use and Housing Sites Public Engagement	24	5	5,400				242,200
A.4 Update Land Use Element and Diagram	12	5	2,700				15,170
A.5 Zoning Code and Map Amendment	24	5	5,400				286
<b>Direct Costs: Mileage/Printing/Mailing (allowance)</b>							<b>3,850</b>
<b>Subtotal</b>	<b>96</b>	<b>5</b>	<b>21,600</b>				<b>1,074</b>
<b>Task B: EIR</b>							<b>241,880</b>

See following page

GARDEN GROVE PROGRAM EIR - TARGETED GENERAL PLAN UPDATE

Task	Bob Prasse Environmental Services Director		Norton Sr. Project Manager		Hile Sr. Analyst		AD. GIG. Robyn Director		Dugan Sr. AC & Home Analyst		MIG I/PK Tabbing		MIG Totals	Fair & Fees	Professional Fees Totals
	HR	\$	HR	\$	HR	\$	HR	\$	HR	\$	HR	\$			
B1 EIR Initiation	4	\$700	4	\$600	6	\$1,000	2	\$300			4	\$200	22	\$3,070	\$3,070
B2 Initial Study NOP Scoping Meeting	12	\$2,280	12	\$1,800	60	\$7,500		\$0			8	\$640	92	\$12,220	\$12,220
B3 Prepare Administrative Draft EIR	60	\$11,400	100	\$15,000	160	\$20,000	4	\$700	8	\$1,200	48	\$3,840	380	\$52,220	\$52,220
Air Quality Technical Analysis		\$0		\$0		\$0	12	\$2,340	76	\$11,400		\$0	88	\$13,740	\$13,740
Greenhouse Gases/Energy Noise and Vibration		\$0		\$0		\$0	21	\$4,095	96	\$14,400		\$0	117	\$18,495	\$18,495
VMT Analysis (Fair & Peers)		\$0		\$0		\$0	56	\$10,820	22	\$3,300		\$0	78	\$14,220	\$14,220
B4 Public Review Draft EIR for Public Circulation	20	\$3,000	32	\$4,800	40	\$5,000	4	\$700	4	\$600	12	\$960	112	\$15,940	\$15,940
B5 Response to Comment/Final EIR and MMRP	16	\$3,040	28	\$4,200	50	\$6,250	8	\$1,560	4	\$600	10	\$900	116	\$18,450	\$18,450
B6 Findings of Fact and SOC		\$0		\$0		\$0		\$0				\$0	0	\$0	\$38,750
B7 Meetings and Public Hearings	16	\$3,040	4	\$600		\$0		\$0				\$0	20	\$3,640	\$3,640
B8 Notice of Determination	1	\$160		\$0	5	\$625		\$0				\$0	6	\$815	\$815
B9 Project Management	28	\$5,320	12	\$1,800		\$0		\$0				\$0	40	\$7,120	\$7,120
<b>SUBTOTAL</b>	<b>157</b>	<b>\$28,830</b>	<b>192</b>	<b>\$28,800</b>	<b>323</b>	<b>\$40,375</b>	<b>107</b>	<b>\$20,865</b>	<b>210</b>	<b>\$31,500</b>	<b>82</b>	<b>\$6,540</b>	<b>1,071</b>	<b>\$157,930</b>	<b>\$196,430</b>
Direct Costs															\$2,500
<b>TOTAL PROJECT COSTS</b>															<b>\$198,930</b>