

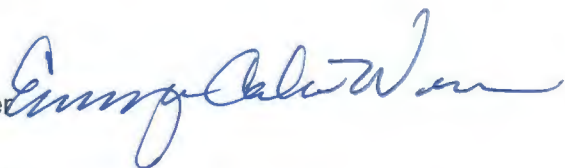


CITY COUNCIL


AGENDA STAFF REPORT

DATE: July 31, 2023

TO: Mayor and City Council

APPROVED BY: Esperanza Colio Warren, City Manager 

PREPARED BY: Esperanza Colio Warren, City Manager

REVIEWED BY: Sandra Fonseca, Interim Finance Director 

SUBJECT: Approval of Amendment Number 1 to Professional Services Agreement with Kimley-Horn and Associates, Inc. in the Amount of \$12,200.00 from the ARPA Fund for Completion of the Housing Element Update. Total Contract Amount \$160,095.00, Including Amendment Number 1.

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Recommendation:

Approval of Amendment Number 1 to Professional Services Agreement with Kimley-Horn and Associates, Inc. in the Amount of \$12,200.00 from the ARPA Fund for Completion of the Housing Element Update. Total contract amount \$160,095.00, including amendment number 1.

Background:

On February 11, 2021, the City of Calexico received two (2) Requests for Proposals (RFP) from qualified consultants to submit their proposals to provide the City with a Housing Element Update. On April 7, 2021, the City awarded the firm of Kimley-Horne and Associates, Inc. an Agreement in the Amount of \$147,895 to conduct the Housing Element Update for the 2021-2029 Planning Period.

Discussion & Analysis:

Kimley-Horn and Associates, Inc. and City of Calexico entered into a Professional Services Agreement dated April 8, 2021, to prepare the Housing Element Update for Sixth Cycle of Regional Housing Needs Allocation (RHNA). Unfortunately, the proposed scope or work submitted by Kimley-Horn to complete the housing element was modified by previous city management. The modification included crucial tasks necessary to meet the requirements set by HCD. Therefore, the housing element report completed with the modified scope of work was not accepted by the California Housing and Community Development (HCD), placing the city out of compliance for another period. After conversations with HCD's staff, it was concluded that an amendment to the original contract with Kimley-Horne is needed

to complete the minimum requirements of the report. The city has been out of compliance with the housing element for several years.

After several discussions and negotiations regarding the missing elements of the report, Kimley-Horne agreed to complete the report for an additional \$12,200. Both parties now desire to amend the Agreement to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference and the Consultant will provide the services specifically set forth below.

Task 1: Sites Inventory - Kimley-Horn will update the sites inventory to reflect a maximum 2-story building height and identify new parcels to account for the reduction in identified affordable units.

Task 2: Constraints and Resources - Kimley-Horn will revise the Constraints and Resources section to reflect the updated inventory developed in Task 1.

Task 3: Affirmatively Furthering Fair Housing - Kimley-Horn will revise AFFH mapping and analysis to reflect the updated inventory developed in Task 1.

Task 4: Housing Plan - Kimley-Horn will update programs and policies to reflect changes needed to accommodate the added sites from Task 1.

Task 5: Submittal to HCD - Kimley-Horn will send a digital and hardcopy version of the revised housing element to HCD for review.

Task 6: City Council Meeting - Kimley-Horn will have up to one (1) staff attend up to one (1) in-person City Council meeting.

Kimley-Horn will provide expeditious services with the goal of meeting the following schedule:

- 1 Week after Kick-Off Meeting: Task 1
- 3 Weeks after Kick-Off Meeting: Tasks 2 - 4
- 4 Weeks after Kick-Off Meeting: Task 5

Fiscal Impact:

\$12,200 (including expenses) from ARPA Funds.

Coordinated With:

Kimley-Horn and Associates, Inc.

Attachment(s):

1. Amendment No. 1 proposal letter from Kimley Horn and Associates, Inc., dated July 25, 2023.
2. Professional Services Agreement with Kimley Horn and Associates, Inc., dated April 8, 2021.
3. Housing Element Review and Compliance Report.

Kimley»»Horn

July 25, 2023

Esperanza Colio Warren
City Manager
City of Calexico
608 Haber Avenue
Calexico, CA 92231

Re: Amendment Number 1 to Professional Services Agreement

Dear: Ms. Colio Warren

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") and City of Calexico ("Client") entered in a Professional Services Agreement dated April 8, 2021 ("Agreement") concerning Housing Element Update for Sixth Cycle of RHNA ("Project").

The parties now desire to amend the Agreement to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will provide the services specifically set forth below.

Task 1: Sites Inventory

Kimley-Horn will update the sites inventory to reflect a maximum 2-story building height and identify new parcels to account for the reduction in identified affordable units.

Task 2: Constraints and Resources

Kimley-Horn will revise the Constraints and Resources section to reflect the updated inventory developed in Task 1.

Task 3: Affirmatively Furthering Fair Housing

Kimley-Horn will revise AFFH mapping and analysis to reflect the updated inventory developed in Task 1.

Task 4: Housing Plan

Kimley-Horn will update programs and policies to reflect changes needed to accommodate the added sites from Task 1.

Task 5: Submittal to HCD

Kimley-Horn will send a digital and hardcopy version of the revised housing element to HCD for review.

Task 6: City Council Meeting

Kimley-Horn will have up to one (1) staff attend up to one (1) in-person City Council meeting.

Kimley»»Horn

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

- 1 Week after Kick-Off Meeting: Task 1
- 3 Weeks after Kick-Off Meeting: Tasks 2 -- 4
- 4 Weeks after Kick-Off Meeting: Task 5

For the services set forth above, Client shall pay Consultant the following compensation:

A lump sum of \$12,200, including expenses.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: *Antty Podgegracz*

Printed Name: ANTHONY PODEGRACZ, PE C67749

Title: SENIOR VICE PRESIDENT

AGREED AND ACCEPTED:
City of Calexico

By: _____

Title: _____

Date: _____

**CITY OF CALEXICO
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 8 day of April, 2021, by and between the City of Calexico, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 608 Heber Avenue, Calexico, California 92231 ("City") and Kimley-Horn and Associates, Inc., a California Corporation, with its principal place of business at 401 B Street, Suite 600, San Diego, CA 92101 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing financial consulting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the Housing Element Update for the Sixth Cycle of RHNA ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional financial services consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from April 8th, 2021 to December 31, 2021, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional three (3) month terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth

in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed one-hundred and forty-seven thousand, eight-hundred and ninety five dollars (\$147,895) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: James Edison, Managing Principal

3.3.5 City's Representative. The City hereby designates Miguel Figueroa, City Manager or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates David Barquist, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform

any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants

and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$2,000,000 combined limit for each occurrence.

(C) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$2,000,000 per accident for bodily injury and disease.

(D) **Professional Liability (Errors & Omissions):** Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$2,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) **Commercial General Liability:** (1) **Additional Insured:** The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) **Cancellation:** Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or

volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Kimley-Horn and Associates Inc.,
401 B Street, Suite 600
San Diego, CA 92101

ATTN: Dave Barquist, AICP, Principal-in-Charge and
Darren Adrian, P.E., Senior Vice President

City: City of Calexico
608 Heber Avenue
Calexico, CA 92231
ATTN: Miguel Figueroa, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or

another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary,

appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Imperial County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CALEXICO AND
AWARDEE**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF CALEXICO

AWARDEE

Approved By:

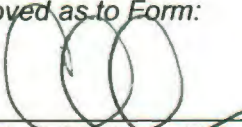
Kimley-Horn and Associates Inc.



Miguel Figueroa
City Manager

[If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED]

Approved as to Form:



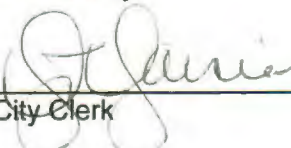
Best Best & Krieger LLP
City Attorney

By: 

Its: Senior Vice President

Printed Name: Dennis Landrum, PE (50270)

Attested By:



City Clerk

By: 

Its: Secretary

Printed Name: Jason Valencia, PE (63263)

EXHIBIT "A"
SCOPE OF SERVICES

Required Services

TASK 1: Assessment

TASK 1.1: DOCUMENT REVIEW

Following the kick-off meeting, Kimley-Horn will provide City staff with a listing of pertinent data that is necessary to complete the work program. Kimley-Horn will review all applicable city, regional, and state documents pertaining to the Housing Element update. This may include various policy and regulatory documents and other assistance programs. We will be responsible for identifying and resolving any information gaps. Kimley-Horn anticipates a "turnkey approach" for data collection to the greatest extent feasible and will only request information that is proprietary to the City to minimize the work effort by City staff.

Task 1.1 Deliverable:

Housing Element Data Resources Matrix

TASK 1.2: EVALUATE THE CURRENT HOUSING ELEMENT

As required by state law, Kimley-Horn will review and evaluate the City's current 2014-2021 Housing Element and its programs. In general, the task will include a review of the appropriateness of the housing goals, objectives, and polices in contributing to the attainment of the stated housing goal; the effectiveness of the Housing Element in attaining community housing goals and objectives; and the City's progress in implementing the Housing Element. The report will include the following information:

Evaluate the status, effectiveness, and appropriateness of the current housing policy programs and identify any barriers to implementation

Compare identified goals from the adopted Housing Element to actual accomplishments during the plan period

Evaluate the existing Housing Element in relation to current state housing laws and identify any omissions or deficiencies

Task 1.2 Deliverable:

Review of Past Performance Matrix

TASK 2: Housing Element Preparation

TASK 2.1: HOUSING NEEDS, CONSTRAINTS, RESOURCES, POPULATION, AND HOUSING PROFILE

As required by state law, Kimley-Horn will assess housing needs, constraints, and resources available. A population and housing profile will be conducted that summarizes population and household characteristics, analysis of special needs populations, and units at risk of converting to market rate units as required by new state law.

Housing constraints will identify non-governmental, governmental, and environmental constraints that may have an effect on housing. Housing resources such as availability of vacant land, zoning to accommodate RHNA growth needs, and capacities of available sites will be analyzed. Funding and financing resources available to address housing needs will be

identified. Opportunities for energy conservation will also be explored as well as an analysis of Fair Housing issues, including all analysis required to comply with new statutory requirements to Affirmatively Further Fair Housing.

As required by new housing law, the adequate sites analysis will be much more in-depth and detailed compared to prior planning periods. It is Kimley-Horn's experience that the new housing laws will necessitate a more detailed study of adequate sites to satisfy HCD standards. The effort required to complete this task will be much larger than in prior update cycles and reflects the required effort to address the more detailed adequate sites requirements of AB 1397 and the City's increased RHNA allocation from 3,224 units in the 5th Cycle to a draft allocation of 4,856 units in the 6th Cycle. 1,929 of these units fall under the very-low and low-income RHNA categories which are subject to greater analysis than the moderate and above moderate income categories.

Task 2.1 Deliverables:

- Housing Profile Summary Report
- Adequate Sites Analysis Summary
- GIS Based Inventory of Sites
- Data Tables, Maps, and Relevant Text

TASK 2.2: DEVELOP HOUSING PLAN

As required by state law, Kimley-Horn will develop a Housing Plan that constitutes the policy component of the Housing Element. The Housing Plan will include prior policies from the 2014-2021 5th Cycle Housing Element that will continue to be appropriate. These policies will be supplemented by new policies and programs that address new Housing Element Law. The Housing Plan will identify policies and programs to address Conservation and Improvement, Availability and Production, Affordability, Removal of Constraints, and Equal Housing Opportunity. Policies and programs will be supplemented by Quantified Objectives by income category.

Task 2.2 Deliverable:

- Housing Policy Plan with Quantified Objectives

TASK 2.3: DEVELOP ENVIRONMENTAL JUSTICE ELEMENT

Kimley Horn will develop Environmental Justice policies pursuant to adopted statutes. The General Plan will be updated in compliance with SB 1000 to address the environmental justice requirements and may include policies incorporated into the General Plan or a standalone Element. Kimley-Horn will collaborate with the City to determine the best method to incorporate the SB 1000 requirements. It is assumed that City staff will perform all outreach activities to target populations and solicit meaningful feedback for incorporation into the plan.

Objectives and policies will be developed directing resources to disadvantaged communities that will improve health, recreation, and economic mobility opportunities through cleaner air, better access to transportation infrastructure, access to education and employment, home maintenance, and nutrition. The plan will also include policies that prevent development and new infrastructure from placing disproportionate burdens in disadvantaged areas relative to the long-term benefits that they will receive. The plan will also include measures that support ongoing two-way engagement between the City and disadvantaged residents to demonstrate that their voices are heard and that their needs are part of the decision-making process.

Under SB 1000, the City of Calexico is required to incorporate environmental justice goals and policies into its general plan if the jurisdiction has a disadvantaged community. Kimley-Horn will collaborate to draft a framework and environmental justice policy recommendations working paper that will enable the City to prepare and adopt an Environmental Justice Element. It is assumed the City will utilize the information this task will require up to 24 hours of Kimley-Horn effort.

Task 2.3 Deliverables:

One electronic copy (in native file format and PDF format) of the draft Environmental Justice policy recommendations

TASK 3: Prepare and Finalize Housing Element

Kimley-Horn will prepare an internal Screencheck Draft, Public Review Draft, and Draft Final Housing Element.

TASK 3.1: DRAFT HOUSING ELEMENT

TASK 3.1.1: SCREENCHECK DRAFT

The Kimley-Horn team will prepare and submit an internal Screencheck Draft Housing Element to the City for review. The Screencheck Draft will be a complete draft and include all required components of a Housing Element as described in prior tasks, and will include all tables, maps, and graphics.

Task 3.1.1 Deliverable:

Five hardcopies and one electronic copy (in native file format and PDF format) of the Screencheck Draft Housing Element for City review and comment

TASK 3.1.2: PUBLIC REVIEW DRAFT

Kimley-Horn will prepare a Public Review Draft Housing Element based on City staff's comments on the Screencheck Draft. Our team will incorporate comments on the Screencheck provided by City staff. Kimley-Horn will address identified issues and make necessary revisions to the Screencheck Draft to the satisfaction of the City.

Task 3.1.2 Deliverables:

One electronic copy (in native file format and PDF format)
Five hardcopies

TASK 3.1.3: HCD SUBMITTAL

Once the Draft Housing Element is finalized, it will be submitted for an initial 60-day review to HCD. Kimley-Horn will prepare a transmittal letter to HCD detailing how the Housing Element meets state law requirements. The Draft Housing Element will be accompanied by a completed Completeness Review Checklist.

Task 3.1.3 Deliverables:

One electronic copy (in native file format and PDF format) of the Transmittal Letter and Checklist to HCD
Five hardcopies

TASK 3.1.4: RESPONSE TO COMMENTS

Kimley-Horn will facilitate the addressing and preparation of necessary responses to public or agency comments (including HCD) on the Public Review Draft Housing Element. Based on new

requirements, third party interest and the general nature of the topic, the City should be prepared to receive considerably more comments from the public and other stakeholders during this cycle.

TASK 3.2: COMMUNITY MEETINGS, PLANNING COMMISSION, AND CITY COUNCIL HEARINGS

TASK 3.2.1: COMMUNITY OUTREACH PLAN

In order to be compliant with state housing law, Kimley-Horn suggests an approach to public participation that provides for meaningful input and involvement. Visually engaging, interactive, and collaborative community and stakeholder workshops will have productive results for the City.

Kimley-Horn recognizes that engaging community members and collecting meaningful and constructive feedback can be difficult at times. Due to the current restrictions on public gatherings and the unknown timeframe of the stay at home orders due to COVID-19, there is the possibility that outreach for the 6th Cycle Housing Element will need to look different than it has in the past. While it is preferred to host these meetings in person, Kimley-Horn is experienced in conducting outreach online. This includes developing web-based platforms and online surveys this task will require up to 24 hours of Kimley-Horn effort.

Task 2.3 Deliverables:

One electronic copy (in native file format and PDF format) of the draft Environmental Justice policy recommendations

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Kimley-Horn recognizes that engaging community members and collecting meaningful and constructive feedback can be difficult at times. Due to the current restrictions on public gatherings and the unknown timeframe of the stay at home orders due to COVID-19, there is the possibility that outreach for the 6th Cycle Housing Element will need to look different than it has in the past. While it is preferred to host these meetings in person, Kimley-Horn is experienced in conducting outreach online. This includes developing web-based platforms and online surveys provide an opportunity to discuss components on the Draft Housing Element's analysis that will form the foundation for the Policy Plan. This may include discussion of the Community Profile, Needs Assessment, Adequate Sites Analysis, community outreach efforts, or other Housing Element-related topics. As part of the work plan refinement process, Kimley-Horn can discuss with City staff the most effective approach for this meeting.

Task 3.2.5 Deliverables:

- Workshop participation by up to two Kimley-Horn staff
- Electronic copies (in PDF format) of PowerPoint presentation, handouts, etc.
- Presentation and Facilitation of Study Session

TASK 3.2.6: PUBLIC HEARINGS

This scope assumes Kimley-Horn team participation at one public hearings before the Planning Commission and one public hearings before the City Council. Kimley-Horn will prepare and present a PowerPoint presentation, assist in drafting staff report language, and respond to questions at each of the Public Hearings.

At the City's request, Kimley-Horn will be prepared to attend additional meetings before the Planning Commission or City Council on a time and materials basis. A per meeting budget cost estimate is provided in the Fee Schedule accompanying this Scope of Work.

Task 3.2.6 Deliverables:

Electronic copies (in PDF format) of draft presentation, handouts, etc. at least two weeks prior to Public Hearings. Kimley-Horn will revise materials as directed by City staff.

Virtual attendance by up to one Kimley-Horn staff members

TASK 3.3: FINAL HOUSING ELEMENT

Following review by HCD, Kimley-Horn will revise the appropriate sections of the HCD Submittal Draft Housing Element. This Final Draft Housing Element will be presented at Public Hearings before City Council.

Task 3.3 Deliverables:

One electronic copy (in native file format and PDF format) of the Final Draft Housing Element

Hardcopies of the Final Draft Housing Element (Maximum eight per hearing)

TASK 3.4: FINAL TRANSMITTAL TO AND CORRESPONDENCE WITH HCD

Based on City Council direction, Kimley-Horn will make final revisions and prepare a Final Housing Element for transmittal to HCD for final certification. Kimley-Horn will maintain ongoing communication with the state until the Housing Element is officially deemed certified.

Task 3.4 Deliverable:

One electronic copy (in native file format and PDF format) of the Final Housing Element

TASK 4: Environmental Review

TASK 4.1: CEQA CLEARANCE

Kimley Horn assumes the availability of existing appropriately designated land will be sufficient to accommodate growth assumptions pursuant to the City's RHNA Allocations. We assume the City will be eligible to utilize a Categorical Exemption pursuant to Gov Code Section 15061(b) (3) Common Sense Exemption, provided no changes in General Plan land uses are anticipated in the adoption of the Housing Element.

Should other considerations merit future changes to land use in excess of existing General Plan policy, Kimley Horn will conduct subsequent environmental analysis and prepare an IS/(M)ND, consistent with CEQA guidelines. This scope of work will be provided upon request by the City. Effort related to this task is not included in the fee estimate on the following page and is assumed to be approximately \$41,800.

Task 4 Deliverables:

Draft and Final Categorical Exception Memorandum

TASK 5: Contract Administration

TASK 5.1: PROJECT KICK-OFF MEETING

Kimley-Horn will participate in a kick-off meeting with City staff to discuss the update process, answer questions, provide data, and exchange other important procedural aspects of the Housing Element Update. The meeting will address the following:

- Review/Modify Scope of Work and Schedule
- Define Outreach Methodologies
- Data Sharing/Exchanging
- Meetings and Public Engagement

Task 5.1 Deliverables:

Kick-off Meeting Agenda

Kick-off Meeting Minutes, including goals, objectives, and action items

TASK 5.2: PROJECT SCHEDULE

Our team will develop and keep current a project deliverables schedule outlining major milestones, meetings, work products, community outreach events, and Planning Commission and Council Hearings. The project team will review HCDs proposed timeline for the SCAG region to ensure that Calexico is on schedule throughout the Housing Element Update process. The project deliverables schedule will include all applicable tasks within the Scope of Work and accommodate anticipated City and agency review times.

Task 5.2 Deliverables:

Project Schedule

Monthly Project Schedule Updates

TASK 5.3: PROJECT COORDINATION

Kimley-Horn will meet regularly with the project team to coordinate project deliverables, data, and public meetings. It is assumed bi-monthly meetings will occur throughout the duration of the project and face-to-face meetings when circumstances warrant, with an overall maximum of ten progress meetings.

Task 5.3 Deliverable:

Meeting Minutes and Action Items

EXHIBIT "B"
SCHEDULE OF SERVICES

Schedule Item	Dates
Execution of Professional Services Agreement	March 25, 2021
TASK 1: Assessment and Evaluation of Existing Housing Element	March 15 - April 30, 2021
TASK 2: Housing Element Preparation	April 1 - October 1, 2021
TASK 3: Prepare and Finalize the Housing Element	March 15 - October 15, 2021
TASK 4: Environmental Review	May 1 - October 1, 2021
TASK 5: Contract Administration	March 25 - October 2021

EXHIBIT "C"
COMPENSATION

One-Hundred and Forty-Seven Thousand and Eight-Hundred and Ninety- Five (\$147,895) as indicated in consultant's proposal



(https://www.ca.gov/)

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California Department of Housing and Community Development (/)



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- Building Standards (/building-standards-hcd)
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- Policy & Research (/policy-and-research)
- About HCD (/about-hcd)

Home (/) > Planning & Community Development (/planning-and-community-development)
 > Housing Open Data Tools (/planning-and-community-development/housing-open-data-tools) > Housing Element Review and Compliance Report

Housing Element Review and Compliance Report

Track housing elements (local housing plans) currently under review by HCD and whether plans are in or out of compliance with state housing law.

Navigation Buttons

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Housing Element Review and Compliance Report

Housing Element Compliance Report

Data as of 7/27/2023

County

IMPERIAL

Jurisdiction

CALEXICO

Record Type

ALL

Review Status

ALL

Compliance Status

ALL

Planning Period

ALL

Previous

Next

Date Received

Previous

Next

Date Received

Element Compliance Status	SUBSEQUENT DRAFT		Total	
	Count	%	Count	%
OUT	1	100.00%	1	100.00%
Total	1	100.00%	1	100.00%

County	Jurisdiction	Planning Period	Record Type	Review Status	Date Received	Date Revis
IMPERIAL	CALEXICO	6	SUBSEQUENT DRAFT	OUT	7/13/2022	9/9/2022

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Contact

California Department of Housing & Community Development
2020 West El Camino Avenue
Sacramento, CA 95833

Directions

(<https://www.google.com/maps/dir//2020+W+El+Camino+Ave,+Sacramento,+CA+95833/@38.6122067,-121.5107101,17z/data=!4m9!4m8!1m0!1m5!1m1!1s0x8121.5085161!2d38.6122067!3e0>)
Division of Codes and Standards
9342 Tech Center Drive, Suite 500
Sacramento, CA 95826
(800) 952-8356

Regional Offices (</manufactured-and-mobilehomes/registration-and-titling#collapse-4>)

Statewide Campaigns

Register to Vote (<https://registertovote.ca.gov/>)

Save Our Water (<https://saveourwater.com/>)

Flex Alert (<http://www.flexalert.org/>)

Real ID (<https://www.dmv.ca.gov/portal/dmv/detail/realid>)

Housing Is Key (<https://landlordtenant.dre.ca.gov/>)

Covid19 Updates (<https://covid19.ca.gov/>)

Vaccinate ALL 58 (<https://covid19.ca.gov/vaccines/>)

Rent Relief

(https://urldefense.com/v3/_https://www.bcsb.ca.gov/ab3088/_;!!KlquKgc!MkdD66JlqHANQp6NtLpCjensK9w0NCXU_tvyS_H_FAj_vlrJUAzEptQy0LHW4i2p2tQa)

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