

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 21st day of July, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KIMLEY-HORN AND ASSOCIATES, INC. a North Carolina corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to prepare the City's 2021-2029 Housing Element Update, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant shall exercise the professional standard of care to perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's negligent performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit B. Consultant's total compensation shall not exceed One Hundred Fifty-Four Thousand Nine Hundred Twenty Dollars (\$154,920.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit B. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, epidemics including COVID-19, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on July 20, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three (3) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for

reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during

the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by

the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Kimley-Horn and Associates, Inc.
765 The City Drive, Suite 200
Orange, CA 92868
Tel: (714) 939-1030
Attn: Dave Barquist

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5610
Attn: Minoo Ashabi

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection

with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents and employees from and against any and all claims, actions, suits or other legal proceedings, including defense costs and reasonable attorneys' fees to defend such claims, actions, suits or other legal proceedings in an amount proportionate to Consultant's comparative fault as determined by the court, brought against the City, its elected officials, officers, agents and employees to the extent caused by the negligent or wrongful acts, errors, or omissions of Consultant, its officers, employees, agents, or subcontractors in the performance of this Agreement. The defense obligation provided for hereunder shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work negligently performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the

independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all

information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting

of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT



[Signature]
Signature

Date: 7/27/2020

[Signature]
[Name and Title]

CITY OF COSTA MESA

[Signature]

Date: 8/2/20

Lori Ann Farrell Harrison
City Manager

ATTEST:

[Signature] 8/12/2020
Brenda Green
City Clerk



APPROVED AS TO FORM:

[Signature]
Kimberly Hall Barlow
City Attorney

Date: 8/11/20

APPROVED AS TO INSURANCE:

[Signature]
Ruth Wang
Risk Management

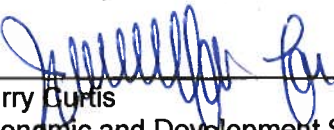
Date: 8/4/2020

APPROVED AS TO CONTENT:

[Signature]
Minop Ashabi
Project Manager

Date: 8/4/20

DEPARTMENTAL APPROVAL:



Barry Curtis
Economic and Development Services
Director

Date: 8/4/20

APPROVED AS TO PURCHASING:



Carol Molina
Acting Finance Director

Date: 8/3/2020

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

Overview

The City is preparing to update its current Housing Element for the 2021-2029 planning period, as mandated by State Law. The process has been initiated by the South California Association of Government (SCAG) in 2018. The Draft Methodology was approved by the SCAG Regional Council at its meeting on November 7, 2019. The RHNA Sub-Committee is expected to take final action on the staff-recommended Final RHNA Allocation Methodology and the RHNA Appeal Procedures in May 2020. With the draft methodology for the SCAG region, the City is anticipated to be allocated a local portion of 11,727 housing units.

The City is requesting proposals from qualified consultants with experience in the preparation of Housing Elements for developing a clear, concise, and legally defensible Housing Element that meets the varied needs of the community and to achieve certification by State Department of Housing and Community Development (HCD) no later than September 30, 2021.

The current 2013-2021 Housing Element was certified by HCD in 2013 and serves as a foundation for updating the Housing Element. The City's General Plan Updated was adopted in June 2016, which is available at this link:

<https://www.costamesaca.gov/city-hall/city-departments/development-services/planning/general-plan>

Scope of Services

to the City must achieve certification of the 2021-2029 Housing Element by the State Department of Housing and Community Development (HCD) no later than September 30, 2021. The City is seeking consultant services to assist staff with accomplishing the following tasks:

A. Project Schedule

1. Follow the tentative timeline noted below and develop a specific timeline schedule with milestones in order to achieve certification of the Housing Element by the State Department of Housing and Community Development (HCD) no later than September 30, 2021. The project schedule should include at a minimum:
 - a. Kick-off meeting with staff;
 - b. Identification of major milestones, meetings, and work products;
 - c. Public outreach, and workshops;
 - d. Delivery of analysis and findings during assessment of the RHNA and Housing Element Update;
 - e. Response to HCD review and City staff review;

- f. Delivery of draft and final draft Housing Element; and
- g. Public hearings (Planning Commission and City Council).

Project kick off	August 2020
Housing and Population data collection	Early Fall 2020
Community Workshop	Fall 2020
Develop Strategies and Draft Housing Element	Fall 2020
Community Workshop	Late Fall / Early Winter 2020
Final Draft	Winter 2020
Public Hearing	Early Spring 2021
Submit Draft to HCD	June 30, 2021
Coordinate with HCD	July-August 2021
Certified Housing Element	September 2021

B. Housing Element Update

The consultant will prepare an update of the City's Housing Element for the 2021-2029 planning period with assistance and oversight from the City in compliance with all applicable state and federal laws. At a minimum, the consultant is expected to complete the following tasks:

1. Prepare the Housing Element update in compliance with State Government Code Sections 65583;
2. Develop a project timeline leading to HCD certification of the Housing Element as required by HCD by **September 30, 2021**;
3. Update housing, population, demographic, and employment data to coincide with recent Southern California Association of Government growth projections and 2010 Census;
4. Incorporate the Regional Housing Needs Assessment (RHNA) figures as provided by the Southern California Association of Governments (SCAG);
5. Investigate, analyze and address all new state housing laws (i.e SB 35, AB 2162, et al.) and make recommendations to the city on their implementation and incorporation into applicable city codes and regulations;
6. Assess housing and market conditions and immediate needs within the City, including special housing needs;
7. Analysis of housing opportunities, along with an inventory of suitable sites and the City's capacity to meet regional housing goals;

8. Identify actual and potential constraints on development, maintenance, improvement, and development of housing for all income levels;
9. Assess all City housing programs to determine their effectiveness and to make future recommendations if needed;
10. Incorporate requirement to include housing programs that affirmatively further fair housing;
11. Develop a Housing Element (2021-2029) implementation program including quantifiable objectives and programs to address RHNA, housing needs for all income levels, the elderly, veterans, and population with disabilities, special needs, or experiencing homelessness;
12. Conduct a minimum of two (2) community workshops to facilitate public input;
13. Attend Planning Commission and City Council Public Hearings and make presentations and prepare presentation materials as needed. The City anticipates up to four (4) Planning Commission/City Council meetings;
14. Submit Planning Commission/City Council approved environmental documents and updated Housing Element to HCD; and,
15. Coordinate document review until certified by HCD including addressing recommended modifications and comments by HCD.

C. Environmental Documents

1. Prepare, notice, and circulate draft and final environmental documents including all supporting notices to all required State Agencies and responsible agencies.
2. Prepare, post, and file all the appropriate environmental documents for compliance with the California Environmental Quality Act (CEQA), including the Initial Study, Notice of Intent to Adopt a (Mitigated) Negative Declaration or other CEQA determinations as applicable, Response to Comments, Mitigation Monitoring Program, California Department of Fish and Wildlife Fee Exemption if applicable, and Notice of Determination to be filed with the Orange County Clerk and the State Clearinghouse. In addition, the consultant will be responsible for preparing all notices and documentation for SB 18 and AB 52 tribal notification and consultation if applicable.

D. Deliverables:

1. Prepare and submit one (1) reproducible copy and one (1) electronic copy in Microsoft Word format and one (1) Adobe Portable Document Format

- (PDF) of the Administrative Draft Housing Element for City staff to review and comment in accordance with the project's schedule. The draft (text, font, graphics, tables, figures, and picture placement) should be prepared to match the General Plan document format and quality;
2. Revise the Administrative Drafts to incorporate staff's comments and submit one (1) reproducible copy, one (1) electronic copy in Microsoft Word format, and one (1) electronic copy in Adobe Portable Document Format (PDF) of the revised Draft Housing Element to the City staff for distribution to HCD, the City Council, the Planning Commission, and the general public for review and comment;
 3. Prepare, post, and file the appropriate environmental documents for compliance with the California Environmental Quality Act (CEQA), including the Initial Study, and a (Mitigated) Negative Declaration or other appropriate CEQA documentation as applicable, Notice of Intent to Adopt, Response to Comments, , Mitigation Monitoring Program, California Department of Fish and Wildlife Fee Exemption if applicable and Notice of Determination to be filed with the Orange County Clerk and the State Clearinghouse. In addition, all notices and documentation for SB 18 and AB 52 tribal notification and consultation if applicable;
 4. Prepare revisions to draft documents both in response to City input and comments from HCD, including tracking of said revisions for submittal to HCD;
 5. Assist City staff with any communication with HCD to ensure meeting the deadline and project schedule.
 7. Attend, present, and participate in Planning Commission meetings, City Council meetings, community meetings, informational workshops or study session meetings, City staff meetings, and public hearings as required by the City. This includes public meeting presentation materials, memos, letters, and other documents as required by City staff. This also includes assisting in the preparation of City staff reports and exhibits for Planning Commission and City Council public hearings;
 8. Upon adoption of the Final Draft Housing Element and Final Draft General Plan Land Use Element by the City Council, the consultant will prepare a final adopted version with the date of adoption on the front cover. The consultant shall provide ten (10) bound copies, one (1) electronic copy in Microsoft Word format, and one (1) electronic copy in Adobe Portable Document Format (PDF) of the adopted Housing Element and Land Use Element for distribution to HCD, City departments, and other stakeholders; and
 9. The consultant shall assist the City in achieving State certification of the Housing Element after adoption by the City Council and shall perform all tasks necessary to obtain HCD certification by September 2021.

EXHIBIT B
CONSULTANT'S PROPOSAL



PROPOSAL TO PROVIDE

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PREPARED BY:

Kimley»Horn

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1. COVER LETTER

May 26, 2020

City of Costa Mesa
City Hall
City Clerk's Office
77 Fair Drive
Costa Mesa, CA 92628-1200

765 The City Drive
Suite 200
Orange, CA
92868
TEL 714 939 1030

RE: 2021-2019 Housing Element Update

Dear Ms. Nguyen and Members of the Selection Committee:

Kimley-Horn provides the **City of Costa Mesa** (City) with a team of Housing Element experts that not only have a proven record of preparing successful Housing Element Updates, but work with local communities as trusted advisors in all aspects of Housing Element statutory requirements and policy development. We understand how to effectively tailor and implement State Housing Element Law to meet local community needs, and use this understanding and our familiarity with California State Department of Housing and Community Development (HCD) procedures to assist the City in achieving a certified Housing Element.

Kimley-Horn has worked with cities and counties throughout California and our team has collaborated extensively with HCD staff since the early 1990s. Housing Element compliance has become an increasingly daunting task, and the upcoming 6th Cycle will be no exception. Therefore, the City will need a team that has recent, practical, experience in Housing Element updates and understands how to work with HCD, stakeholders, and decision-makers.

The Kimley-Horn team offers the following strengths for your consideration:

Experts in the Housing Element Certification Process – The Kimley-Horn team has significant staff expertise and knowledge of the requirements for achieving certification by HCD. Our team has years of experience in multiple Housing Element update cycles, and can translate our recent 6th Cycle experience working with HCD in a number of Southern California jurisdictions to the benefit of the City. Kimley Horn has had tremendous success when collaborating proactively with HCD to achieve statutory compliance.

Understand and have Practical Experience with New Housing Laws – The California legislature has enacted numerous new housing laws in just the past few years. Many of these laws directly affect the analysis and content of the Housing Element. Kimley-Horn is one of the first consulting firms to work under the requirements of these new statutes, even before HCD has provided local guidance for interpreting these new laws. This means that the City will have a team that possesses an "insider knowledge" of new statutory requirements, and how HCD interprets them during Housing Element compliance review. Based on this experience, Kimley Horn can inform Costa Mesa of HCD's interpretation of these laws and the acceptable methods/analysis/actions the City must employ.

Approach Tailored to Your Success – Kimley-Horn will work closely with Costa Mesa to provide a scope of services required to support policies and programs that are consistent with the community's vision. We have committed a team of qualified and experienced team identified in this proposal to help the Costa Mesa develop its housing policy goals. Kimley Horn's greatest



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strength is in our desire to create strong interpersonal relationships with our clients and the stakeholders they serve, resulting in a mutually enjoyable and rewarding work effort. Kimley-Horn will provide local coordination from our Orange office where our planning staff is supported by in-house technical resources.

Comprehensive and Experienced Team – Principal-in-charge **Dave Barquist, AICP** and project manager **Nick Chen, AICP** have a strong record of successful housing program management and State certification of Housing Elements. Our team will work directly with the City to guide the day-to-day tasks of all projects towards successful completion. Our team is supported by a core group of experienced professionals to work with the City. Ms. Rita Garcia will serve as project manager for the Environmental Documents. Rita has 30 years of CEQA and planning experience, including recent evaluations of Housing Element Updates.

Quality Documents – Kimley-Horn's commitment to quality can be attested through the many professional awards received for our projects, and the satisfaction of our clients and the communities they serve. Our documentation is thorough, and the presentation of information is clear, concise, understandable, and defensible. We understand the nuances of creating policy documents that meet State-mandated requirements, while supporting and advancing the local goals and policies of the community.

Commitment to the City of Costa Mesa – We know that a strong commitment to client satisfaction and a quality product must be the foundation of our service to you. Our local Orange office is just minutes away from the City's offices, thereby allowing Costa Mesa to enjoy greater access to your team. Kimley Horn commits to be responsive and available to you when you need us. Our team will provide proactive communication and function as an extension of your staff to the City, so together we can complete this project successfully.

We have reviewed and understand all elements of the City's Request for Proposals (RFP) and are committed to perform the services as outlined in the scope of work provided. Our Scope of Work assumes completion of this work effort by the October 15, 2021 deadline.

Kimley Horn appreciates the opportunity to submit this proposal to the City and welcome the opportunity to work as your trusted advisor and Housing Element experts. Please do not hesitate to contact Mr. Nick Chen at 714.786.6111 or nick.chen@kimley-horn.com if you have any questions or require additional information.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Nick Chen, AICP
Project Manager

David Barquist, AICP
Principal-in-Charge



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We have included the following forms from Attachment C as an Appendix:

1. Vendor Application Form
2. Ex Parte Communications Certification
3. Disqualifications Questionnaire
4. Disclosure of Government Positions
5. Company Profile & References
6. Fee Proposal Form/Staffing Plan
7. Bidder/Applicant/Contractor Campaign Contribution



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2. BACKGROUND AND PROJECT SUMMARY

The City of Costa Mesa is requesting the services of a highly experienced Housing Element consultant to assist the City in completing the State-Mandated Housing Element Update. The 6th Cycle Housing Element must be updated to comply with the current RHNA process and new statutory requirements. Kimley-Horn will provide Costa Mesa with seasoned technical experts to achieve certification by HCD and approval by the City Council within the timeframe established by state law. Our Scope of Work provides the necessary tasks to achieve statutory compliance, while providing the City with a locally-based policy document that reflects the visions and values of Orange County.

Unique from prior Housing Element planning cycles, new state legislation has significantly heightened the consequences of not having a certified Housing Element and empowers the state to implement a variety of remedies, such as the provisions of AB 72, to monitor progress and potentially de-certify Housing Elements if they fail to comply with adopted policies/programs in a timely manner.

Our Scope of Work and project schedule reflects adherence with state mandated deadlines and provides a sufficient level of schedule buffer to proactively address potential issues with HCD. Additionally, due to the limited funding and financing resources currently available to the City for housing-related activities, a certified Housing Element may help to meet eligibility requirements for future state housing funds, grants and other financial assistance. ***Our strategic approach considers policies and programs that can maximize Costa Mesa's potential for acquiring grants and other alternative for funding and financing sources.***

To develop effective planning policy in the City of Costa Mesa, it is important to fully understand the key planning issues in the community. While the Housing Element is a state-mandated policy document, the Housing Element's policy program is a statement of the City's vision and community values. During the community engagement process, many of the City's planning issues will be identified and policy solutions explored.

Understanding of Local Context

Kimley-Horn understands that Costa Mesa's 6th Cycle Housing Element Update will substantially differ from the 5th Cycle Update due to new statutory requirements and a significantly increased RHNA allocation of 11,725 units compared to the 5th Cycle allocation of only 2 units.

This substantial increase in RHNA will require the City to accommodate additional housing opportunities to meet the need for each income category. Additionally, new statutory requirements (e.g AB 1397) that limit the use of sites from previous Housing Elements and introduce new sites suitability analysis may result in the City's inability to meet the 6th Cycle RHNA need under current policy conditions. This may require the evaluation of alternative options to accommodate growth needs, including existing non-residential land and infill development opportunities to address RHNA shortfall.

The City of Costa Mesa is generally considered a "built-out" community, with little vacant land available to accommodate future growth need. This will require the identification of infill opportunities in residential and non-residential areas. The City has identified a number of existing Urban Plans in the current Housing Element that may facilitate infill and mixed-use development in targeted areas. However, many of these sites do not meet the statutory requirements to identify them as appropriate for lower income households. Currently the City has one zone (PDR-NCM) which allows development at or above densities that may be appropriate for lower income housing. As a result, the City may be required to employ creative solutions to facilitate the



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development of lower income housing to demonstrate the ability to accommodate their State-allocated RHNA need by income category.

As part of the 6th Cycle update, the City will be required to comply with new State law to Affirmatively Further Fair Housing (AFFH), which addresses the equitable dispersion of affordable units throughout the City and the preservation of existing “at-risk” affordable housing stock. Kimley-Horn has recent experience working with HCD, local jurisdictions, and communities to interpret and fairly apply recent AFFH guidance during the 6th Cycle planning period. Our recent experience working on Housing Elements for SANDAG and SCAG jurisdictions will benefit Costa Mesa as we understand how to address and analyze these new requirements.

Approach to Successful Completion and Certification

Kimley-Horn will effectively manage the update process as an extension of staff in all aspects of the Housing Element outlined in the following scope of work including:

- Preparing a Housing Element Needs Assessment
- Facilitating community outreach and collaborating with City staff to identify key stakeholders
- Preparing all Housing Element components required by state law
- Serve as the City’s representative and liaison with HCD
- Prepare a Public Review Draft Housing Element
- Prepare a Final Draft Housing Element based on public and agency comments
- Presenting the Final Draft Housing Element at two public hearings before the Planning Commission and Board of Supervisors
- Facilitating HCD collaboration throughout the certification process
- Final Adoption by the Costa Mesa City Council

Compliance with State Housing Law

The City of Costa Mesa’s Housing Element must comply with State Housing Element Law to achieve certification by HCD. Kimley-Horn provides Costa Mesa with an expert understanding of Housing Element Law, ***and most importantly, how HCD interprets the law.*** This will assist City Staff and elected officials in understanding the implications of non-certification.

Kimley-Horn will evaluate existing available land resources to accommodate this projected need in compliance with the statutory requirements of **AB 2348** and **AB 1397**. The new requirements applicable to sites analysis is a significant issue that should not be understated. Kimley Horn’s recent application of these statutory requirements has facilitated the development of an effective approach to identifying, evaluating and selecting appropriate sites. We utilize unique tools and software, such as UrbanFootprint to identify and evaluate candidate sites to accommodate the City’s future RHNA growth need.

Community Engagement

Kimley-Horn recommends a targeted outreach effort to assist the public, stakeholders, and elected/appointed officials in understanding the update process, its implications, and the various methods of achieving compliance with State Law.

Community engagement in the Housing Element planning process is an important component to an effective and easily implemented policy program. Kimley-Horn’s extensive community outreach experience enables our team to develop effective outreach strategies that achieve community-based support to accurately identify current issues, and craft policy that is



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responsive to the City's housing needs. The project team understands that social equity is an important topic to the City of Costa Mesa and is a consideration in the review and development of current and future policies within the City. In developing the Housing Element update, it is anticipated that social equity and related topics will be discussed as part of the development of housing policy.

Our team is well-versed in conducting outreach in the current COVID-19 environment. We understand the limitations on social gathering and how that can have a demonstrated effect on the level of participation in the planning process. Kimley-Horn has employed a number of strategies to enhance community engagement, including use of surveys, online meetings, webinars, and live event feeds to encourage participation. Because these restrictions are based on the community and County guidance, we will work the City of Costa Mesa to find the most sensible solutions to outreach and the outset of the planning process.

Proactive Engagement with HCD

Kimley-Horn believes it is prudent and sound professional practice to involve HCD staff from the initial stages of the update process. Kimley-Horn has enjoyed a long-term and positive professional relationship with HCD staff. It is intended that HCD will be consulted from the very beginning of the Housing Element Update process. This may involve possible visits with HCD staff, informal discussion on policy and programs, and identification of potential issues within the existing Housing Element. Kimley-Horn will continue interaction with HCD throughout the Housing Element Update process in order to resolve any issues and make certification a seamless process.

New Legislative Considerations

The State of California's recent passing of numerous Housing Bills is indicative of a significant trend towards **increasing the expectations on local governments** to make their contributions to meeting state housing needs. In our recent experience, Kimley-Horn can testify to the validity of the State's newer, more aggressive approach to Housing Element compliance.

A variety of new laws have been adopted that will influence the City of Costa Mesa's policy and program considerations. The charts included in the Appendix (2018 and 2019 Legislation and City Considerations) provide a summary of recently enacted laws and the methods/strategies and responses the City can take to address them.

We have directly applied these recently enacted laws, negotiated with HCD, and developed workable policy and program solutions for our local government clients. The City of Costa Mesa will greatly benefit from our recent work as it will enable more efficient review and negotiation with HCD during the certification process.

3. APPROACH AND METHODOLOGY

Kimley-Horn has reviewed the City's RFP and understands the statutory deadline for certification of Housing Elements in the SCAG region is October 15, 2021. Kimley-Horn understands that the City would like to achieve HCD certification by September 30, 2021.

Kimley-Horn understands that much of the analysis for the Housing Element will rely on data from a variety of sources including American Community Survey, DOF, HUD, SCAG and other federal state and local sources. Getting the most accurate picture of existing and future needs will require the utilization of the most currently available data. We further understand that SCAG has not made a final determination of the City's RHNA obligation. We will work closely with the City to monitor the release of these RHNA growth need allocations expected in early Fall of 2020.



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Approach to Successful Update Process

Kimley Horn will function as an extension of Costa Mesa staff throughout the planning process to reduce the need for unnecessary staff time and commitments to complete the Housing Element update. The Kimley Horn team will provide the primary leadership for conducting all aspects of the work effort. As the City's Housing Element consultant, we recognize that it is our responsibility to conduct the necessary analysis, assist in educating the community, local stakeholders, and elected officials, and use our expertise and experience to assist the City in a successful update process.

The following scope of work is consistent with the City's requests for services outlined in the RFP and represents an approach to the 6th Cycle Housing Element Update that our team has found to be effective in achieving certification. The 6th Cycle requires analysis, public review periods, and community outreach efforts above and beyond what has been typically included in previous Housing Element Cycles. This scope of work has been tailored to meet the requirements of the update process as outlined by HCD while promoting collaboration with community members, elected officials, and other local stakeholders.

We have also included a Project Schedule as an Appendix.

Task 1: Scope of Work and Process

Task 1.1: Project Kick-off

Kimley- Task 1.2: Project Schedule

events, subcommittee meetings, and public hearings. The Project Team will provide regular tracking and updating of the project schedule so that Costa Mesa stays on schedule throughout the Housing Element Update process. The project deliverables schedule will include all tasks within the Scope of Work and accommodate anticipated City and agency review times.

Kimley Horn has reviewed the City's draft schedule included in the RFP. We have noted a number timing issue that may come into conflict with statutory requirements. The schedule contained in this proposal addresses the concerns. We further welcome additional discussion during the initial phases of the update process.

Task 1.2 Deliverable:

- Project Schedule (Updated as needed)



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Task 2: Project Team Coordination

Task 2.1: Project Management and Coordination Meetings

Kimley-Horn will meet regularly with the project team to coordinate project deliverables, data, and public meetings. The scope and fee provided assume monthly phone meetings will occur throughout the duration of the project and face-to-face meetings when circumstances warrant.

Task 2.1 Deliverables:

- Regular bi-weekly coordination meetings, as needed (assumed half an hour via conference call)
- Coordination meeting agenda for each meeting

Task 3: Housing Element Components

Task 3.1: Document Review

Following the Kick-Off Meeting, Kimley-Horn will provide City of Costa Mesa staff with a listing of pertinent data that is necessary to complete the work program. Kimley-Horn will only request data that is proprietary to the City and not available publicly. 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. Kimley-Horn 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 3.1 Deliverables:

- Document Library List

Task 3.2: Evaluate the Current Housing Element

As required by State law, Kimley-Horn will review and evaluate the 5TH Cycle 2014-2021 Housing Element (adopted January 21, 2014) and its programs. In general, the task will include a review of the appropriateness of the housing goals, objectives, and policies 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 3.2 Deliverable

- Review of Past Performance Matrix

Task 3.3: 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. 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



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financing resources available to address existing and future housing market conditions and needs will be identified. Opportunities for energy conservation will also be explored. Based on 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 law will necessitate a more detailed study of adequate sites to satisfy HCD standards.

Task 3.3 Deliverables

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

Task 3.4 Develop Housing Plan

Kimley-Horn will develop a Housing Plan that constitutes the policy component of the Housing Element. The Housing Plan may include prior policies from the 2021-2029 Housing Element that are still appropriate and will be supplemented by new policies and programs that address new statutory requirements. 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 3.4 Deliverables

- Housing Policy Plan
- List of Quantified Objectives

Task 4: Community Engagement

Task 4.1 Community Outreach Plan

Kimley-Horn will employ an approach to public participation that provides for meaningful input and involvement. Kimley-Horn will assist the City in conducting a minimum of two City-led community engagement workshops to solicit public comments on the Housing Element Update prior to initiating work on Housing Element components.

Based upon coordination with City Staff, the Kimley-Horn team will formulate a Community Outreach Program that addresses the outreach strategies, dates, locations, participants and other relevant data. This Outreach Program will guide the outreach process for the Housing Element and will be updated as needed.

The community outreach process, may utilize a variety of "tools" such as PowerPoint presentations, informational handouts, visual aids, and Social Media. The City, with assistance from Kimley-Horn, will prepare and deliver materials to help workshop participants understand the update process, issues to resolve (as identified during the current Housing Element Evaluation), and potential solutions. It is assumed that City staff will be responsible for the scheduling of venues, staff coordination, and provide public noticing, facilities, set-up for all community engagement activities.

In consideration of the current COVID-19 environment, our team understands the limitations on social gathering and how that can have a demonstrated effect on the level of participation in the planning process. Kimley-Horn can assist the City in utilizing a variety of strategies to enhance community engagement, including use of surveys, online meetings, webinars, and live event feeds to encourage participation. Those options and opportunities can be further explored during the kick off meeting. These efforts will be City-led with assistance from Kimley-Horn. Development of surveys, informational materials, and other outreach related collateral will be the responsibility of the City.

Costa Mesa City Staff will be responsible for coordination and participation associated with the following components:



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- Coordinating venues and event scheduling
- Coordinating public information dissemination and access to website
- Participation in calls with HCD
- Participation in Community events
- Access to data (APRs, GIS data, building activity, etc.)
- Access to current policy and regulatory documents (zoning, general plan, etc.)
- Development, dissemination, and printing of outreach workshop materials

Task 4.1 Deliverable:

- Draft Community Outreach Plan in electronic format

Task 4.2 Community Workshop #1 – Introduction and Policy Considerations

Kimley-Horn will attend and assist the City in the facilitation of an initial community workshop with the public and stakeholders to discuss the Housing Element update process. It is assumed that City Staff will take the lead in workshop preparation and will prepare presentation materials, including a PowerPoint presentation, informational handouts, visual aids, and other materials. City staff will identify key stakeholders. The meeting will introduce participants to the RHNA process, Housing Element requirements, legislative requirements and engage in the identification of policy considerations. Participants will identify challenges, issues, and opportunities facing housing in Costa Mesa that will inform policy within the Housing Element.

Task 4.2 Deliverables

- Attendance at Workshop
- Assist City-led facilitation of Workshop
- Summary Workshop notes

Task 4.3 Community Workshop #2

Kimley-Horn will attend and assist the City in the facilitation of a second community workshop with the public and stakeholders to discuss the Public Review Draft Housing Element. Workshop #2 will build upon the information learned from Workshop #1 and provide draft analysis, policies, and programs for review and discussion. It is assumed that City Staff will take the lead in workshop preparation and will prepare presentation materials, including a PowerPoint presentation, informational handouts, visual aids, and other materials. Kimley-Horn will attend and facilitate the community workshop. City staff will identify key stakeholders.

Task 4.3 Deliverables

- Facilitation of Workshop
- Summary Workshop notes

Task 4.4 Community Outreach Survey Tool

Kimley-Horn understands that a flexible community outreach strategy is critical to gathering diverse and meaningful input from the community. The COVID-19 pandemic is altering the way that cities are approaching community outreach during the 6th Cycle Housing Element Update as participants may be less likely to attend traditional community workshops, even when possible. Kimley-Horn will assist staff in developing the questions for an online community survey. Development of the survey (including maps, graphics, or tables), maintenance, and review of data from the community survey will be the responsibility of City staff.



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Task 4.4 Deliverables:

- Provide assistance in developing questions for the Community Survey

Task 4.5 Study Session

Kimley-Horn will attend and facilitate one (1) study session/meeting with the Planning Commission and/or City Council. Formal action will not be taken at this Study Session. This Study Session will be used for interim discussion prior to formal Public Hearings at a later date.

The Study Session will serve as an educational opportunity to present information on new housing-related state law, elements of the 6th Cycle Housing Element Update process, and other project-related information determined to be important by City Staff. As part of the work plan refinement process, Kimley-Horn can discuss with City staff the most effective approach for this Study Session, including opportunities to ensure the involvement of key stakeholder groups, non-profits, and other members of the community. Future Study Sessions may be conducted at the request of City Staff as additional services not assumed in this proposal.

Task 4.5 Deliverables:

- Electronic copies (in PDF format) of draft presentation, handouts, etc.
- Preparation of facilitation of Study Session
- Summary Study Session notes

Task 5: Draft Housing Element

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

Task 5.1 Screencheck Draft

Kimley-Horn will prepare and submit a Screencheck Draft Housing Element to the City for review. The Screencheck Draft will be a complete draft document and include all required statutory content. The draft will provide tables, maps, and graphics.

Task 5.1 Deliverables:

- One electronic copy (in native file format and PDF format) of the Screencheck Draft Housing Element for City review and comment
- One reproducible copy of the Screencheck draft

Task 5.2 Pre-HCD Submittal Public Review Draft

Kimley-Horn will prepare a Pre-HCD Public Review Draft Housing Element based on feedback received during the public review process to be reviewed prior to the formal submittal to HCD for initial review. The public review of the of the Draft Housing Element prior to review by HCD has been requested for 6th Cycles to ensure public comments are reflected in the Draft document. Kimley Horn will provide appropriate responses to public comments on the draft document. This will be beneficial to the City, as issues can be identified and addressed from third parties prior to HCD's formal review. It is recommended the City permit a 30-day public review period.

Task 5.2 Deliverables:

- One electronic copy (in native file format and PDF format)
- One reproducible copy



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Task 5.3 HCD Submittal

Following all initial community outreach workshops and meetings, Kimley-Horn will prepare summary notes or minutes of the community workshop, and a summary of all other comments received during the public review period described in previous tasks.

The HCD Submittal draft will incorporate all community and stakeholder feedback as well as staff comments based on community/third-party input. Once the Draft Housing Element is finalized, it will be submitted for an initial 60-day review to the Department of Housing and Community Development (HCD) after required meetings and approvals from the Planning Commission and City Council. 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 5.3 Deliverables:

- One electronic copy (in native file format and PDF format) of the HCD Draft Housing Element
- One electronic copy (in native file format and PDF format) of the transmittal letter and checklist

Task 5.4 Response to Comments

Kimley-Horn will coordinate the preparation of responses to any comments or requested revisions to the HCD Review Draft Housing Element. Based on our recent experience, the City should be prepared to receive considerably more comments during this Cycle.

Task 5.5 Public Review Draft

Kimley-Horn will prepare a Public Review Draft Housing Element based on comments from HCD for release to the public for review prior to scheduled adoption hearings. Kimley-Horn will resolve any issues and make requested revisions to the Draft to the satisfaction of the City prior to Public Hearing.

Task 5.5 Deliverable:

- One electronic copy (in native file format and PDF format)
- One reproducible copy

Task 5.6: Final Draft Housing Element

Following review by HCD, Kimley-Horn will revise the appropriate sections and prepare a Final Draft Housing Element to be presented at public hearings before City Council.

Task 5.6 Deliverables:

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

Task 5.7: Transmittal of Final Adopted Housing Element to HCD

Kimley-Horn will transmit the Final Housing Element to HCD for final certification and will maintain ongoing communication with the State until the Housing Element is officially deemed certified. As required by state housing element law, the final adopted document must be provide to HCD prior to deeming the Housing Element certified by the State.

Task 5.7 Deliverables:

- Ten (10) bound copies of the adopted Housing Element Document for distribution



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Task 6: Public Hearings

The Kimley Horn team will prepare for and attend up to two (2) total Public Hearings. These meetings may be either Planning Commission or City Council, as instructed by City Staff. Kimley Horn will prepare a PowerPoint presentation and be prepared to answer questions.

Task 6 Deliverables:

- One electronic copy (in native file format and PDF format) of the PowerPoint presentation
- Attendance by up to two (2) Kimley Horn staff members

Task 7: Environmental Compliance

Kimley-Horn will prepare an Initial Study for the Housing Element concurrently with the Housing Element update process. Our approach assumes that no substantial land use changes will be proposed in the updated Housing Element; the sites inventory will identify capacity consistent with the General Plan Update land use policies and build-out projections. To the extent possible, we will draw conclusions from recent environmental documentation conducted for the General Plan, Specific Plans or other planning documents.

Kimley-Horn assumes an Initial Study will justify the adoption of an Initial Study (IS)/(Mitigated)(M) Negative Declaration (ND). The IS/(M)ND will include a project description, location, environmental checklist, analysis of potential environmental effects, methods for mitigating significant effects, and an analysis of consistency with existing plans and land use controls. Kimley-Horn anticipates one (1) review cycle of the Screencheck/draft IS/MND. Once City staff has reviewed and commented on the Screencheck Draft, Kimley-Horn will modify as directed. Kimley-Horn will prepare the Notice of Determination (NOD) for the City to file with the County of Orange following the adoption of the Housing Element by the City Council. Kimley-Horn will conduct the necessary posting, mailing, and circulation of environmental documentation. The City will be responsible for paying all required fees.

Please note that depending on the final RHNA needs determination and availability of appropriate sites to accommodate future growth need obligations, there may be a requirement for General Plan land use Amendments and the significant changes to the General Plan may require an Addendum or Subsequent EIR. We suggest the City consider reserving contingency funding resources as a precautionary measure.

Task 7 Deliverables:

- One electronic copy (in native file format and PDF format) of the Final CEQA Documents
- Filing of NOD at the County of Orange.
- Attendance by one (1) CEQA staff member at one (1) City Council and one (1) Planning Commission public hearing

Task 8: Final Housing Element Certification

Kimley-Horn will finalize the Housing Element document and prepare all required sections of the Housing Element for transmittal to HCD.

Task 8 Deliverables:

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



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Contingency

Kimley-Horn recommends a twenty percent (20%) contingency to cover additional out-of-scope deliverables and labor requests by City Staff that exceed the scope as outlined in this proposal. Use of this contingency requires written authorization by City Staff and will not be utilized prior to receiving authorization.

Optional Tasks:

The following tasks are recommended optional tasks to comply with statutory requirements.

Optional Task 9: Safety Element

Pursuant to newly adopted statutes, the General Plan Safety Element will be updated to address the risk of fire for land classified as state responsibility areas, and land classified as very high fire hazard severity zones. The review shall also address fire hazards, generally, to describe goals, policies, and objectives.

Prior to the adoption of any amendments to the Safety Element, the Element will be sent for review and comment by a variety of local and state agencies, including the State Board of Forestry and Fire Protection, Department of Conservation, and local agencies that provide fire protection to territories in the City. Depending on the agency, this will require review up to 90 days prior to any adoption by the City Council.

Task 9 Deliverables:

- One electronic copy (in native file format and PDF format) of the Screencheck Draft Safety Element
- One electronic copy (in native file format and PDF format) of the Final Draft Safety Element
- GIS Based Maps, Tables and Text

Optional Task 10: Environmental Justice Policies

Pursuant to newly adopted statutes, Kimley-Horn will perform the requisite analysis to develop policies addressing environmental justice. These policies will be included within the Housing Element and are intended to address issues relating to health risks in disadvantaged communities, including barriers to attaining safe and sanitary housing.

Task 10 Deliverables:

- One electronic copy (in native file format and PDF format) of the Environmental Justice Policy memo



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4. STAFFING

Kimley-Horn offers a highly skilled, experienced, and responsive team of professionals that has a proven record of successfully working with cities, counties, and other municipalities throughout California to provide expert consultation on Housing Element requirements and policies, as well as preparation of Housing Element updates.

For the City of Costa Mesa, our team is led by project manager **Nick Chen, AICP** and principal-in-charge **Dave Barquist, AICP**, who have expertise in providing policy and program analysis, as well as successful coordination with HCD. They are supported by a highly integrated team that offers not only a depth of Housing Element knowledge, but demonstrated leadership in helping local agencies meet Housing Element requirements. We have included resumes for each team member on the following pages. **In addition, the Fee Proposal Form/Staffing Plan has been included as an Appendix.**



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NICK CHEN, AICP

Project Manager, GIS/Graphics, Planning/Policy, Outreach

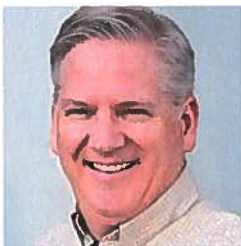
Nick is a community planner and urban designer with over 8 years of public and private sector planning experience engaging communities as a part of a wide range of planning efforts, from housing policy and entitlement to visioning and long-term strategic planning. His work includes housing element policy, urban design, community visioning, economic development plans, and community outreach. He has completed formal training in community outreach and facilitation with the International Association of Public Participation.

Professional Credentials

- Master of Urban and Regional Planning, University of California, Irvine
- Bachelor of Science, Landscape Architecture, California State Polytechnic University, Pomona
- American Institute of Certified Planners (AICP) #029082

Sample of Recent Relevant Experience

- City of Chino 2021-2029 Housing Element Update, Chino, CA – Project Manager
- City of Encinitas 2014-2021 Housing Element Update, Encinitas, CA – Assistant Project Manager
- City of Rialto 2014-2021 Housing Element Update, Rialto, CA – Assistant Project Manager
- City of Encinitas 2021-2029 Housing Element Update, Encinitas, CA – Assistant Project Manager
- City of Solana Beach 2021-2029 Housing Element Update, Solana Beach, CA – Assistant Project Manager
- City of Del Mar 2021-2029 Housing Element Update, Del Mar, CA – Assistant Project Manager
- City of Orange 2021-2029 Housing Element Update, Orange, CA – Assistant Project Manager
- County of Orange 2021-2029 Housing Element Update, Orange County, CA – Project Planner
- Tustin Red Hill Specific Plan, Tustin, CA – Project Planner



DAVE BARQUIST, AICP

Principal-in-Charge, Planning/Policy, Outreach

Dave has over 25 years of public and private sector planning experience, including extensive policy and program analysis for local and regional Housing Elements that encompasses constraints and resources analysis, housing needs assessments, conditions surveys, and housing affordability studies. His experience includes direct involvement in the management and preparation of more than 50 Housing Element updates in all RHNA planning periods since the 1990s.

Professional Credentials

- Bachelor of Science, Urban and Regional Planning, California State Polytechnic University, Pomona
- American Institute of Certified Planners (AICP) #013476
- American Planning Association

Sample of Recent Relevant Experience

- City of Fountain Valley Housing Element, Fountain Valley, CA – Project Manager
- City of Anaheim Housing Element, Anaheim, CA – Project Manager
- City of Orange Housing Element, Orange, CA – Project Manager
- City of Placentia Housing Element, Placentia, CA – Project Manager
- City of Encinitas Housing Element Update, Encinitas, CA – Project Manager
- City of Montclair Housing Element, Montclair, CA – Project Manager
- City of Oakley Housing Element, Oakley, CA – Project Manager
- City of Indio Housing Element, Indio, CA – Project Manager



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RITA GARCIA

Project Manager/Environmental Analysis

With more than 30 years of experience, Rita has provided environmental and planning services to a broad range of public and private sector clients. She specializes in managing and contributing to CEQA/NEPA documents and regulatory permitting for a broad range of policy-level, multi-component projects, including Housing Elements, General Plans, and Specific Plans. She has been involved with varied policy documents involving new development and redevelopment, and facility and infrastructure components in sensitive environments, with substantial public involvement and controversy.

Professional Credentials

- Bachelor of Science, Urban and Regional Planning, California State Polytechnic University, Pomona
- National Association of Environmental Planners
- American Planning Association

Sample of Recent Relevant Experience

Encinitas 2013-2021 Housing Element Supplemental PEIR, Encinitas, CA – Environmental Manager
City of Riverside 2014-2021 Housing Element Addendum EIR, Riverside, CA – Project Manager
Murrieta General Plan 2035 Program EIR, Murrieta, CA – Senior Analyst
City of Riverside 2014-2021 Housing Element Update Implementation Plan EIR, Riverside, CA – Project Manager
Buena Park General Plan 2035 Program EIR, Buena Park, CA – Senior Analyst
The Fullerton Plan Program EIR, Fullerton, CA – Senior Analyst
Newport Beach Zoning Code Update IS/MND, Newport Beach, CA – Project Manager



MOLLY MENDOZA

Planning/Policy, Outreach

Molly is a planner with experience in planning, development, and design. Molly also specializes in community engagement. She has experience analyzing community outreach results, participating in outreach events, and engaging local stakeholder in project planning. Before coming to Kimley-Horn, Molly worked as a planning intern with the City of Anaheim and as a policy analyst with Housing Long Beach.

Professional Credentials

- Master of Urban and Regional Planning, University of California, Irvine
- Bachelor of Arts, History, California State University, Long Beach

Sample of Recent Relevant Experience

Rialto Housing Element Update, Rialto, CA – Planning Analyst
Rancho Los Amigos South Campus Specific Plan, Downey, CA – Planning Analyst
County of Orange 2021-2029 Housing Element Update, Orange County, CA – Planning Analyst
City of Orange 2021-2029 Housing Element Update, Orange, CA – Planning Analyst
Del Mar 2021-2029 Housing Element Update, Del Mar, CA – Planning Analyst
Encinitas 2021-2029 Housing Element Update, Encinitas, CA – Planning Analyst
Housing Element Update, Solana Beach, CA – Planning Analyst



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MATT HORTON, AICP

GIS/Graphics

Matt is a planner with more than eight years of experience in land use planning, mobility planning, and GIS analysis. Matt specializes in the development of community plans that thoughtfully consider the interrelationship between mobility and land use. His time at Kimley-Horn has been focused on improving public policy decision making through spatial analytics, scenario planning, and geographic information systems.

Professional Credentials

- Master of Urban and Regional Planning, University of Minnesota
- Bachelor of Arts (Geography and History, Minor in Political Science), Gustavus Adolphus College
- American Institute of Certified Planners (AICP) #027891

Sample of Recent Relevant Experience

- Housing Element Update, Encinitas, CA – Project Planner
- Housing Element Update, Solana Beach, CA – Project Planner
- Red Hill Corridor Specific Plan and EIR, Tustin, CA – GIS Specialist
- On-Call Civil and Traffic Engineering, Carlsbad, CA – Project Planner
- Parking Management Plan, Village and Barrio, Carlsbad, CA – Project Planner
- Trolley Program Feasibility Study, Carlsbad, CA – Project Manager
- Balboa Avenue Transit Station Specific Plan, San Diego, CA – Project Planner
- Corridor Planning II Process Zoning Code and Map Update for the General Plan 2030 Update, Santa Cruz, CA – Analyst



PRATHNA MAHARAJ

Planning/Policy, Environmental Analysis

Prathna is a planning analyst with public and private sector planning experience. She specializes in environmental analysis and has worked on a range of residential, commercial, and infrastructure projects. Additionally, she has provided planning department support for substantial conformance review of specific plans. Prathna developed a strong understanding of land use and housing policy in the UC Irvine Master of Urban and Regional Planning program where she focused on sustainable community development.

Professional Credentials

- Master of Urban and Regional Planning, University of California, Irvine
- Bachelor of Science, Environmental Science and Management, University of California, Davis

Sample of Recent Relevant Experience

- Brookfield Homes, Nelles Property Redevelopment Specific Plan, Whittier, CA – Environmental Analyst
- Rosehill Courts Redevelopment Project Joint EIR/EIR, Los Angeles, CA – Environmental Analyst *
- ASM Beaumont Plan of Services, Beaumont, CA – Environmental Analyst
- KB Home Orchard Street and Cypress Avenue Project ISMND, El Monte, CA – Environmental Analyst

*Prior to joining Kimley-Horn



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ACE MALISOS

Environmental Analysis

Ace has more than 13 years of experience as an environmental analyst with a specialty in acoustics, air quality, and climate change. Ace is responsible for preparing and managing environmental and planning studies for public and private sector clients, under CEQA/NEPA for a variety of environmental planning projects involving redevelopment, infrastructure, residential, mixed use, institutional, and commercial uses.

Professional Credentials

- Master of Arts, Urban and Regional Planning, University of Irvine
- Bachelor of Arts, Environmental Studies, University of California, Santa Cruz

Sample of Recent Relevant Experience

Encinitas 2013-2021 Housing Element Supplemental PEIR, Encinitas, CA – Technical Specialist
Upland General Plan Update EIR and Climate Action Plan, Upland, CA – Technical Specialist
Murrieta General Plan EIR and Climate Action Plan, Murrieta, CA – Technical Specialist
Red Hill Avenue Specific Plan Program EIR, Tustin, CA – Environmental Analyst
Fullerton General Plan EIR and Climate Action Plan, Fullerton, CA – Environmental Analyst
Buena Park General Plan EIR, Buena Park, CA – Environmental Analyst
Palmdale Transit Village Specific Plan EIR, Palmdale, CA – Environmental Analyst



BRIAN LEUNG

Environmental Analysis

Brian has been in the environmental field for more than six years. He has assisted in the preparation of both Initial Studies leading to Mitigated Negative Declarations (IS/MNDs) and Environmental Impact Reports (EIRs) for public- and private-sector clients under the California Environmental Quality Act (CEQA). In addition to his work in as a planning consultant, Brian has worked in County and State offices providing technical support and policy analysis in a variety of areas including greenhouse gas emissions/climate change, sustainability and waste reduction/diversion, and energy.

Professional Credentials

- Bachelor of Science, Environmental Science and Management, University of California, Davis
- American Planning Association, Member

Sample of Recent Relevant Experience

Encinitas 2013-2021 Housing Element Supplemental PEIR, Encinitas, CA – Environmental Analyst
Red Hill Avenue Specific Plan Program EIR, Tustin, CA – Environmental Analyst
Koll Center Residences EIR, Newport Beach, CA – Environmental Analyst
Doheny Desalination EIR, Dana Point, CA – Environmental Analyst
Washington Commerce Center East IS/MND, San Bernardino, CA – Environmental Analyst
Washington Commerce Center West IS/MND, San Bernardino, CA – Environmental Analyst
Carson Trucking Project IS/MND, Carson, CA – Environmental Analyst



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5. QUALIFICATIONS

Kimley-Horn is a full-service planning, environmental, and engineering consulting firm providing services to public and private clients nationwide. We offer the City of Costa Mesa a staff of experienced planners, public policy specialists, and environmental analysts working within a collaborative environment that includes a multidisciplinary team of more than 400 planning and design professionals in 11 offices throughout California, including our offices in Orange, San Diego, Los Angeles, and Riverside.

Our Housing Element team is based out of our local office in Orange and includes a team of policy and environmental planners with years of experience successfully interpreting and implementing State housing legislation to achieve HCD certification for jurisdictions across California. The team assigned to the City includes housing element and planning experts that work daily with public sector clients, providing hands-on, turnkey services to cities, counties, and other state and local agencies throughout California.

Our team has worked on numerous housing elements in the local area and statewide. Our experience includes working with several jurisdictions to gain mid-cycle certification. These jurisdictions were some of the first to incorporate the requirements of 2017-2019 State housing legislation in order to achieve HCD certification. Kimley-Horn is currently working with several SANDAG and SCAG jurisdictions on 6th Cycle Updates. Our team works diligently to stay up-to-date on current legislation and works directly with jurisdictions and HCD on the appropriate implementation of new legislation regarding Affirmatively Furthering Fair Housing (AFFH), AB 1397 candidate sites analysis, AB 686 compliance and other applicable statutory requirements. Our team will use our years of experience and understanding of the Housing Element process to provide a turnkey experience for the City.

With this experience, we have developed a deep understanding of the Department of Housing and Community Development (HCD) certification process and utilize our longstanding relationship with HCD to our clients' advantage. ***We are proud to be able to say that every Housing Element we've worked on has achieved certification by HCD!***

Recent Housing Element Experience

The following are a sample of additional Housing Element Update projects completed by members of our team.

Housing Element	Cycle/Year Certified	Housing Element	Cycle/Year Certified
Anaheim Housing Element	(4th cycle - Certified in 2009)	Indio Housing Element	(4th cycle - Certified in 2009)
Anaheim Housing Element	(5th cycle- Certified 2014)	La Mirada Housing Element	(5th cycle - Certified in 2014)
Antioch Housing Element	(4th cycle - Certified in 2010)	Los Alamitos Housing Element	(4th cycle - Certified in 2010)
Arcadia Housing Element	(5th cycle - Certified in 2013)	Lynwood Housing Element	(4th cycle - Certified in 2010)
Artesia Housing Element	(4th cycle - Certified in 2011)	Montclair Housing Element	(4th and 5th cycle – Certified in 2014)
Carmel Housing Element	(4th cycle - Certified in 2010)	Murrieta Housing Element	(6th cycle – In progress)
Chula Vista Housing Element	(4th cycle - Certified in 2007)	Orange Housing Element	(4th cycle - Certified in 2010)



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Housing Element	Cycle/Year Certified	Housing Element	Cycle/Year Certified
City of Chino Housing Element	(6 th Cycle – In progress)	Orange Housing Element	(5th cycle- Certified in 2014)
Del Mar Housing Element	(6 th Cycle – In progress)	Orange Housing Element	(6 th Cycle – In progress)
El Monte Housing Element	(5th cycle - Certified in 2013)	County of Orange Housing Element	(6 th Cycle – In progress)
Encinitas Housing Element	(6 th Cycle – In progress)	Placentia Housing Element	(4th cycle - Certified in 2010)
Fontana Housing Element	(4th cycle - Certified in 2010)		(5 th Cycle – Certified in 2017)
Fontana Housing Element	(5 th cycle- Certified in 2014)	Rialto Housing Element	Mid-Cycle Update – In progress
Fountain Valley Housing Element	(5 th cycle, Certified in 2014)	Salinas Housing Element	(4th cycle - Certified in 2011)
Fullerton Housing Element	(4th cycle - Certified in 2010)	Saratoga Housing Element	(4th cycle - Certified in 2010)
Gilroy Housing Element	(Found in compliance by HCD in 2011)	Solana Beach Housing Element	(6 th Cycle – In progress)
Hemet Housing Element	(5th cycle - Certified in 2014)	Stanton Housing Element	(4th cycle - Certified in 2009)
Indian Wells Housing Element	(5th cycle – Certified in 2014)	Truckee Housing Element	(4th cycle - Certified in 2009)

References

The Kimley-Horn team is proud of its successful track record of Housing Element updates for both the 4th cycle and 5th cycle RHNA planning periods. Below is a sample of the Housing Elements our key staff has completed.

City of Encinitas Housing Element (5th Cycle and 6th Cycle), Encinitas, CA

Kimley-Horn is currently assisting the City with their Housing Element Update for the RHNA 5th and 6th Cycle planning periods. Kimley-Horn worked extensively with City staff, elected official, legal counsel, HCD and the public to develop policy solutions. Aside from completing the technical analysis associated with updating a Housing Element, the process has included numerous outreach events, including stakeholder meetings, community forums, open houses, and public working sessions. Each and every step of the process has included components to inform and engage the community to ensure that their feedback is incorporated into the Housing Element Update whenever feasible.

Reference: Jennifer Gates, Principal Planner, City of Encinitas, 760.633.2714, jgates@encinitas.gov

Dates: 2017 – Present

Team Members: Dave Barquist – Project Manager, Nick Chen – Assistant Project Manager, Molly Mendoza – Planning Analyst, Rita Garcia – Environmental Manager, Brian Leung – Environmental Analyst



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City of Del Mar Housing Element (6th Cycle), Del Mar, CA

David Barquist and Nick Chen are leading an update to the City of Del Mar's 6th cycle Housing Element. Our team is responsible for evaluating the status of the City's housing programs, updating housing affordability information, analysis of household characteristics, and review of the land inventory available to produce new housing in this community.

The Housing Element scope also includes evaluation for constraints on the production of housing in the community, and an update of proposed housing programs. The project also includes conducting community outreach, both in person and virtual, and assistance with the facilitation of a Housing Element Task Force.

Reference: Shaun McMahon, Project Planner, City of Del Mar, (858) 755-9313, smcmahon@delmar.ca.us

Dates: 2019 – Present

Team Members: Dave Barquist – Project Manager, Nick Chen – Assistant Project Manager, Molly Mendoza – Planning Analyst

City of Rialto Housing Element (5th Cycle), Rialto, CA

Kimley-Horn assisted the City of Rialto with the 2014-2021 Housing Element update. The City missed the statutory deadline to complete their 5th cycle Housing Element and completed the Housing Element to meet requirements of AB 1233. Kimley-Horn assisted the City with an updated land inventory analysis to accommodate both the 4th cycle and 5th cycle RHNA needs of the City. The update includes revisions to the City's housing profile, updated governmental and non-governmental constraints to the development of housing, a progress report on the performance of the existing Housing Element, and a revised Housing Plan.

Reference: Karen Peterson, Senior Planner, City of Rialto, 909.820.2505, kpeterson@rialtoca.gov

Dates: 2016 – 2020

Team Members: Dave Barquist – Project Manager, Nick Chen – Assistant Project Manager, Molly Mendoza – Planning Analyst

6. FINANCIAL CAPACITY

At the request of the City's RFP, we have included our recent financial statement as an Appendix.

In addition, Kimley-Horn and its subsidiaries have provided services in all fifty states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

7. COST PROPOSAL

We have included our cost proposal form as an Appendix.

8. DISCLOSURE

Kimley-Horn does not have any past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.

9. SAMPLE AGREEMENT

Kimley-Horn has reviewed the sample Professional Services Agreement and included our requested modifications as an Appendix.



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APPENDIX: FORMS AND REQUIRED INFORMATION

Project Schedule

Legislation and City Considerations

Requested Modifications to Terms and Conditions

Attachment C

Financial Statements



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Project Schedule

CITY OF COSTA MESA HOUSING ELEMENT UPDATE - ESTIMATED SCHEDULE																
TASK	June	July	August	Sept 2020	Oct	Nov	Dec	Jan	Feb	March	April	May 2021	June	July	August	Sept
TASK 1: PROJECT KICKOFF																
1.1 Project Kick-off Meeting																
1.2 Project Schedule																
1.2 Project Coordination																
TASK 2: PROJECT TEAM COORDINATION																
TASK 3: REGIONAL HOUSING NEEDS ASSESSMENT																
3.1 Document Review																
3.2 Evaluate Current Housing Element																
3.3 Housing Needs, Constraints, Resources and Profile																
3.4 Housing Legislation																
3.5 Develop Housing Plan																
TASK 4: COMMUNITY ENGAGEMENT																
4.1 Community Outreach Plan																
4.2 Community Workshop #1																
4.3 Community Workshop #2																
4.5 Planning Commission Study Session																
4.6 City Council Study Session																
TASK 5: DRAFT HOUSING ELEMENT																
5.1 Screencheck Draft																
5.2 Pre HCD Public Review Draft																
5.3 HCD Submittal Draft																
5.4 Response to HCD Comments																
5.5 Public Review Draft																
5.6 Final Draft Housing Element																
5.7 Final Transmittal to and Correspondence with HCD																
TASK 6: CEQA COMPLIANCE																
6.0 CEQA Compliance																
TASK 7: PUBLIC HEARINGS																
7.0 Public Hearings																



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Legislation and City Considerations

2018

LEGISLATION	CITY OF COSTA MESA CONSIDERATIONS
FUNDING MEASURES	
<p>SB 2 - Projected to generate hundreds of millions of dollars annually for affordable housing, supportive housing, emergency shelters, transitional housing and other housing needs via a \$75 to \$225 recording fee on specified real estate documents.</p>	<p>The city is eligible for a variety of funding opportunities to help achieve the goals and policies stated in the Housing Element. Careful consideration to the way in which policy is articulated will help to increase the likelihood of future funding acquisition.</p>
<p>SB 3 - Placed a \$4 billion general obligation bond on the November 2018 ballot to fund affordable housing programs and the veteran’s homeownership program (CalVet).</p>	<p>Similar to SB 2, The city is eligible for a variety of funding opportunities to help achieve the goals and policies stated in the Housing Element.</p>
STREAMLINING MEASURES	
<p>SB 35 - Streamlines multifamily housing project approvals, at the request of a developer, in a city that fails to issue building permits for its share of the regional housing need by income category. In a SB 35 city, approval of a qualifying housing development on qualifying site is a ministerial act, without CEQA review or public hearings.</p>	<p>This new law allows developers to request streamlining provided certain criteria are met. This means the City of Costa Mesa will need to evaluate the entitlement procedures to permit and track the adherence to the new law.</p>
<p>SB 540 - Streamlines the housing approval process by allowing jurisdictions to establish Workforce Housing Opportunity Zones (WHOZs), which focus on workforce and affordable housing in areas close to jobs and transit and conform to California’s greenhouse gas reduction laws. SB 540’s objective is to set the stage for approval of housing developments by conducting all of the necessary planning, environmental review and public input on the front end through the adoption of a detailed Specific Plan. SB 540 provides the development community with certainty that for a five-year period, development consistent with the plan will be approved without further CEQA review or discretionary decision-making.</p>	<p>SB 540 authorizes a state grant or loan for a local government to do planning and environmental reviews to cover a particular neighborhood. Developers in the designated community also will have to reserve a certain percentage of homes for low- and middle-income residents and the city’s approvals there would be approved without delay.</p>
<p>AB 73 – Similar to SB 540 the Bill streamlines the housing approval process by allowing jurisdictions to create a housing sustainability district to complete upfront zoning and environmental review in order to receive incentive payments for development projects that are consistent with the ordinance.</p>	<p>Under AB 73, Costa Mesa would receive money when it designates a particular community for more housing and then additional dollars once it starts issuing permits for new homes. In these neighborhoods, at least 20% of the housing must be reserved for low- or middle-income residents, and projects will have to be granted permits without delay if they meet zoning standards.</p>



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LEGISLATION	CITY OF COSTA MESA CONSIDERATIONS
ACCOUNTABILITY MEASURES	
<p>SB 167 / AB 678 / AB 1515 – These three measures were amended late in the 2017 legislative session to incorporate nearly all of the same changes to the Housing Accountability Act (HAA). The HAA significantly limits the ability of a jurisdiction to deny an affordable or market-rate housing project that is consistent with existing planning and zoning requirements</p>	<p>Considerations for zoning requirements in the entitlement process will have to comply with these new laws. Findings for projects may have to be modified, modifications to land use definitions will have to be considered.</p>
OTHER MEASURES	
<p>AB 1505 - Allows a jurisdiction to adopt an ordinance that requires a housing development to include a certain percentage of residential rental units affordable to and occupied by households with incomes that do not exceed limits for households with extremely low, very low, low or moderate income. Such an ordinance must provide alternative means of compliance such as in-lieu fees, off-site construction, etc.</p>	<p>Essentially addressing rental unit inclusionary, the AB 1505 law provides a “solution” to the Palmer Decision. If the city chooses any type of rental inclusionary policy, this will have to be considered.</p>
<p>AB 879 - Expands upon existing law that requires, by April 1 of each year, general law cities to send an annual report to their respective city councils, the state Office of Planning and Research (OPR) and HCD that includes information related to the implementation of the General Plan, including RHNA.</p>	<p>As a general law city, this law will require annual updates to the City Council and submission of yearly reports on General Plan implementation.</p>
<p>AB 1397 - Makes numerous changes to how a jurisdiction establishes its housing element site inventory</p>	<p>This is one of the most profound changes to adequate sites analysis and will require a much more in-depth review of sites and the suitability of those sites. This new law provides very specific justification of sites that area deemed suitable and will much more time and effort than the city has experienced in the past.</p>
<p>AB 72 - Provides HCD new broad authority to find a jurisdiction’s housing element out of substantial compliance if it determines that the jurisdiction fails to act in compliance with its housing element and allows HCD to refer violations of law to the attorney general.</p>	<p>This is a compliance issue. As part of the Housing Element, the City will have to ensure the goals, policies and objectives implementation are a direct consideration with adopting the Housing Element.</p>



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As of January 1, 2019, additional new laws have gone into effect in California. These newest statutory requirements amend and clarify existing adopted law and make additional efforts to increase housing production.

2019 Legislation and City Considerations

LEGISLATION	CITY OF COSTA MESA CONSIDERATIONS
<p>AB 2753 - Seeks to expedite the processing of density bonus applications pursuant to the State Density Bonus Law. The State Density Bonus Law, originally enacted in 1979, requires an agency to grant a density bonus and/or a certain number of concessions or incentives to developers who agree to construct developments that provide affordable housing and meet certain criteria. This year's amendments now require local governments to provide determinations to developers regarding the amount of density bonus for which a development is eligible, all reductions in parking requirements for which the applicant is eligible and whether the applicant has provided adequate information for the local government to make a determination regarding any requested incentives, concessions, waivers or reductions in required parking. The law further requires such determinations to be based on the development project at the time the application is deemed complete, and provides that the local government shall adjust the amount of density bonus and required parking based on any changes during the course of the development processing.</p>	<p>This will influence the procedural aspects of identifying density bonus at the time of completeness of any application that certain entitlements are clearly articulated and approved.</p> <p>Policies and procedures will have to be modified to accommodate this new law.</p>
<p>AB 2372 - Authorizes cities or counties to grant a developer of an eligible housing development under the State Density Bonus Law a floor area ratio bonus in lieu of a bonus on the basis of dwelling units per acre. The floor area bonus is calculated based on a formula prescribed in the new statute (i.e., allowable residential base density x (site area in square feet / 43,500) x 2,250). An eligible housing development under the law is a multifamily housing development that provides at least 20 percent affordable units, is located within a transit priority area or a half-mile from a major transit stop, meets requirements for the replacement of existing units and complies with height requirements applicable to the underlying zone. The law also prohibits cities and counties from imposing parking requirements in excess of specified ratios and allows an applicant for an eligible development to calculate impact fees based on square feet and not per unit.</p>	<p>Future use and analysis of sites related to mobility and transportation improvements will result from the application of this law.</p> <p>Additionally, amendments to the City's fee ordinance may be required to ensure the fee calculation complies with statute.</p>



— PROPOSAL TO PROVIDE —
HOUSING ELEMENT UPDATE
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LEGISLATION	CITY OF COSTA MESA CONSIDERATIONS
<p>SB 1227 - Extends the State Density Bonus Law to apply to student housing. It allows student housing projects where at least 20 percent of the units are affordable for lower income students to receive a 35 percent density bonus. The law also provides that the development must provide priority to students experiencing homelessness. The density bonus under the law will be calculated based on the number of beds instead of units.</p>	<p>This may be applicable to student housing associated with Orange Coast College.</p>
<p>AB 2797 - Requires the State Density Bonus Law to be harmonized with the California Coastal Act so that both statutes can be given effect within the coastal zone to increase affordable housing in the coastal zone while protecting coastal resources and access.</p>	<p>This law applies to Costa Mesa as they have land within the Coastal Zone.</p>
<p>AB 3194 - Makes three important revisions to strengthen the Housing Accountability Act (HAA). The HAA strictly limits local governments' authority to reject or restrict housing development projects that comply with applicable objective general plan, zoning and subdivision standards. The Legislature's reforms to the HAA in 2017 were one of the most significant elements of the 2017 housing package. This year, as revised by AB 3194, if the zoning for a project site is inconsistent with the general plan, a proposed housing development project cannot be considered "inconsistent" with a jurisdiction's zoning standards and cannot be required to seek a rezoning, as long as the project complies with the jurisdiction's objective general plan standards. Second, local agencies must now apply zoning standards and criteria to facilitate and accommodate development at the density allowed on the site by the general plan. Third, the Legislature declared its intent that a "specific, adverse impact on the public health and safety" – the only permissible basis on which a local government can reject or reduce the size of a project that complies with objective standards—will "arise infrequently."</p>	<p>This law may require the city to evaluate consistency with General Plan land use designations and the city zoning classifications. If the City of Costa Mesa finds that additional land must be rezoned, it must also be accompanied by amendments to the General Plan land use.</p>
<p>SB 765 - Makes a series of "cleanup" revisions to SB 35, the major streamlining law enacted in 2017, which requires localities to grant a streamlined ministerial approval to housing projects that meet the locality's objective standards, commit to provide prevailing wage labor and provide a specified amount of affordable housing, among other criteria.</p>	<p>Among the most helpful of this year's amendments is the Legislature's explicit statement that the California Environmental Quality Act (CEQA) does not apply to the agency's determination of whether an application for a development is subject to the streamlined ministerial approval process – eliminating one argument housing opponents have used to try to avoid the effect of SB 35.</p>



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LEGISLATION	CITY OF COSTA MESA CONSIDERATIONS
<p>AB 2263 - Authorizes parking reductions for a development project in which a designated historical resource is being converted or adapted. For projects converting or adapting a designated historical resource to a residential use that is located within a half-mile of a major transit stop, an agency shall not require the project to provide parking spaces greater than the number of parking spaces that existed on the project site at the time the project application was submitted. For a project converting or adapting a designated historical resource to a nonresidential use, a local agency shall provide a 25 percent reduction in the amount of parking spaces that would otherwise be required.</p>	<p>While not germane to the Housing Element, this may impact historic structure reuse in the city, which could conceivably be reused and require reduced parking, which may influence the type and extent of conversions.</p>
<p>AB 2162 - Requires supportive housing to be considered a use "by right" in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses, if the proposed housing development meets specified criteria. Supportive housing is housing linked to an onsite or offsite service that assists the resident in retaining the housing, improving his or her health status and ability to live and work in the community. Qualifying criteria relates to affordability, long-term deed restrictions, nonresidential floor use providing supportive services and other design requirements.</p> <p>The law requires a local government to approve, within specified periods, supportive housing developments that comply with these requirements. The law prohibits the local government from imposing any minimum parking requirement for units occupied by supportive housing residents if the development is located within a half-mile of a public transit stop.</p>	<p>By-right zoning will potentially require updates to the city's zoning ordinance, and policies and programs in the housing element. Because of the by-right requirement, areas that do not contain any or have limited supportive housing, this type of use may become more prevalent in the City over time.</p> <p>Especially in Costa Mesa, where a variety of multi-family, mixed use and nonresidential zones exist.</p>
<p>AB 829 - Prohibits local governments from requiring a developer to obtain a letter of acknowledgment or similar document prior to applying for state assistance for a housing development. The law defines state assistance as any state funds, a state tax credit or a federal tax credit administered by the state. The legislative analysis for the bill explained that in at least one case in the state, city council members have delayed projects for supportive housing requiring financial assistance by conditioning a project to receive official sign-off from the local elected official in order to receive funding. This law ends that practice for all jurisdictions.</p>	<p>The City of Costa Mesa will have to consider the procedural aspect of the entitlement process to ensure compliance with this new law. This may require new programs in the Housing Element to comply with law.</p>



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HOUSING ELEMENT UPDATE
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LEGISLATION	CITY OF COSTA MESA CONSIDERATIONS
<p>SB 828 / AB 1771 - Makes a number of changes to the Regional Housing Needs Assessment (RHNA) process to use more data to more accurately and fairly reflect job growth and housing needs, with an emphasis on fair housing goals. RHNA is the process to identify the total number of housing units and income levels that each jurisdiction must accommodate in its housing element. The RHNA process has been in the spotlight recently due to claims that some cities have artificially low RHNA targets due to a politically driven process. New amendments revise the data that the council of governments (the entities that determine RHNA targets) must provide to HCD as part of the RHNA process. That data must now include new information regarding overcrowding rates, vacancy rates and cost-burdened housing (among other new data points). This law adds more opportunities for public comment and HCD adjustments to the council of governments' methodology for selecting RHNA targets, as well an ability for local governments to appeal RHNA targets. Additionally, the law prohibits a council of governments from using prior underproduction of housing, or stable population numbers, as justification for a determination or reduction in a local government's share of the RHNA.</p>	<p>SB 828 has a few distinct requirements to report in Housing Elements:</p> <ul style="list-style-type: none"> • Defines a “healthy” vacancy rate as no less than 5% • Prohibits using past production of units or stable population growth to justify reduced housing goals • Identify no. of cost burdened households <p>Based on the analysis of the bill, it is likely this will increase the RHNA need for Costa Mesa, especially in low- and moderate-income households.</p> <p>AB 1771 may provide a more transparent process for the City and ultimately the ability to accommodate RHNA by providing more structure to the allocation process.</p> <p>Because of considerable overlap amongst these two bills, it is likely that clean up legislation will occur in the future.</p>
<p>AB 686 - Requires a public agency to administer its programs and activities relating to housing and community development in a manner to affirmatively further fair housing and not take any action that is inconsistent with this obligation. "Affirmatively furthering fair housing" means, among other things, "taking meaningful actions ... that overcome patterns of segregation and foster inclusive communities" and "address significant disparities in housing needs and in access to opportunity." Additionally, an assessment of fair housing practices must now be included in upcoming housing elements.</p>	<p>This law requires the City of Costa Mesa to include an assessment of Fair Housing practices in the City and to “affirmatively further fair housing”. With no official guidance of the interpretation of this law and to the extent of what an “assessment” includes, beyond what is identified in Gov Code Section 65583 et seq. the AFFH the City will utilize its efforts as a HUD grantee jurisdiction to provide much of this data. Kimley-Horn believes this law may require additional guidance from the state to further define how the housing element would satisfy the provisions of this law in the Housing Element policy program.</p>
<p>SB 1333 - Makes charter cities (those governed by a city charter document rather than by general law) subject to a number of planning laws that previously only applied to general law cities. These include laws related to general plan amendment processing, accessory dwelling unit permitting and the preparation of housing elements. Notably, the new law now requires a charter city's zoning ordinances to be consistent with its adopted general plan.</p>	<p>As a general law, Costa Mesa will not be affected by this law.</p>



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LEGISLATION	CITY OF COSTA MESA CONSIDERATIONS
<p>AB 1919 - Recognizes that under current prohibitions against "price gouging," landlords cannot raise rents by more than 10 percent within 30 days of a declared disaster, but the prohibition does not apply to rental properties that were not on the market at the time of the emergency. This new law expands the existing crime of price gouging to include new rentals that were not on the market at the time of the emergency within the types of goods and services that are price- controlled in the immediate aftermath of an emergency. The law also makes other related reforms to limit rent increases and evictions following an emergency.</p>	<p>While not germane to the Housing Element, this law will still apply to the City of Costa Mesa if events such as fire, flood, or any other type of state declared disaster occur.</p>
<p>AB 2913 - Extends the duration of a building permit from six months (180 days) to 12 months, as long as construction has started and has not been abandoned. The law also provides that a permit is subject to the building standards in effect on the date of original issuance, and if the permit does expire, the developer may obtain approval from the local building official for one or more six-month extensions.</p>	<p>This law will affect how the city counts "in the pipeline" projects for RHNA purposes and may require procedural modifications in the City's current entitlement process.</p>
<p>SB 330 – Limits a jurisdiction's ability to change development standards and zoning applicable to the project once a "preliminary application" is submitted. Amends the Permit Streamlining Act to specify what constitutes a "preliminary application" and states that a jurisdiction has one chance to identify incomplete items in an initial application, and after that may not request any new information. Prevents jurisdictions from increasing exactions or fees during a project's application period, and only allows such increases if the resolution or ordinance establishing the fee calls for automatic increases in the fee over time. Prohibits jurisdictions from conducting more than 5 hearings if a proposed housing project complies with the applicable, objective general plan and zoning standards in effect at the time the application is deemed complete. Prohibits a jurisdiction from enacting development policies, standards or conditions that would change current zoning and general plan designations of land to "lessen the intensity of housing"; from placing a moratorium or similar restrictions on housing development; and from limiting or capping the number of land use approvals or permits. Creates the Housing Accountability Act.</p>	<p>This law is intended to streamline the development process by removing potential governmental constraints during through the development process and providing more surety for developers regarding fess and timeline.</p>
<p>AB 1763 – Creates enhanced density bonus options, including a potential 80% increase in base density and unlimited density bonuses for qualifying projects within a half-mile of a major transit stop. Applies only to projects that consist of 100% affordable housing (no more than 20% moderate-income, and the rest for lower-income).</p>	<p>Added density bonus options for projects within the City that consist of 100% affordable housing.</p>



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LEGISLATION	CITY OF COSTA MESA CONSIDERATIONS
<p>AB 1485 – Clarifies that the calculation to determine if a project qualifies for SB 35 where it consists of two-thirds residential excludes underground space. Clarifies that the 3-year expiration for SB 35 approval in case of litigation expires 3 years after a final judgment upholding the approval and clarifies that the approval also remains valid as long as vertical construction has begun and is in progress. Clarifies that local governments must issue subsequent permits without unreasonable delay, as long as those subsequent permit applications substantially comply with the approved SB 35 permit. Clarifies that a project complies with SB 35's qualifying criteria as long as "there is substantial evidence that would allow a reasonable person to conclude" that the development qualifies. Clarifies that under existing law, SB 35 projects are entitled to protection under the Housing Accountability Act.</p>	<p>Clarifies guidance around the eligibility of projects to qualify for SB 35 and the City's responsibilities for review of applicable projects.</p>
<p>AB 1483 – Requires local agencies to make information available on housing development fees, applicable zoning ordinances and standards, annual fee reports and archived nexus fee studies. Requires cities to clearly post their impact fee schedules and nexus studies. HCD will be required to prepare a 10-year housing data strategy that identifies the data useful to enforce existing housing laws and inform state housing policymaking.</p>	<p>New requirements for the City to develop and publish materials relating to the development of housing. Much of this information is publicly available but may need to be revised to meet the requirements of state law.</p>
<p>AB 101 – Effective as of July 31, 2019. Requires local governments to provide "by right," CEQA-exempt approvals to certain qualifying navigation centers that move homeless Californians into permanent housing. Creates additional incentives for cities to comply with their mandates to plan for sufficient housing under housing element law. Creates steep penalties for cities that refuse to comply with Housing Element law and ties financial incentives to cities that adopt "pro-housing" policies.</p>	<p>This bill requires the City to allow by-right development for qualifying developments aimed at transitioning homeless residents into permanent housing. Also increases the penalties for cities not in compliance with State Housing Element law.</p>
<p>AB 1560 – Broadens the definition of a "major transit stop" to include bus rapid transit. Provides that projects located within a ½ mile of a qualifying bus rapid transit stop may qualify for parking reductions, CEQA infill housing, aesthetic and parking exemptions, SB 375 streamlining for qualifying transit priority projects and a less than significant VMT impact presumption. Applies to local incentives.</p>	<p>The City has several Transit Priority Areas as determined by SCAG on the westside near Harbor Boulevard and in the South Coast Metro area. Projects within these areas may qualify under AB 1560.</p>
<p>SB 744 – Streamlines the approval process for supportive housing projects by clarifying that a decision to seek funding through the No Place Like Home program is not a project for the purpose of CEQA.</p>	<p>Development streamline approvals.</p>



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LEGISLATION	CITY OF COSTA MESA CONSIDERATIONS
AB 68 - Allows 2 ADUs on a single lot, as well as multiple ADUs on multifamily lots. Requires local agencies to approve or deny an ADU project within 60 days. Restricts local agencies' ability to adopt certain ordinances that would discourage ADUs.	Promotes the development of ADUs and places restrictions on City's ability to discourage the development of ADUs.
AB 881 - Restricting local jurisdictions' permitting criteria. Clarifies that ADUs must receive streamlined approval if constructed in existing garages. Eliminates local jurisdictions' ability to require owner-occupancy for 5 years.	The City must develop and apply a streamlined approval process for ADUs and eliminates the previous owner-occupancy requirement.
SB 13 - Sunsets on January 1, 2025. Creates a tiered fee structure which charges ADUs more fairly based on their size and location. Prohibits local jurisdictions from imposing impact fees on ADUs under 750 square feet. Prohibits conditional approval of an ADU on the applicant being an "owner-applicant."	May require the City to update their ADU development fees.
AB 587 - Provides that local jurisdictions may allow ADUs to be sold or conveyed separately from a primary residence if certain conditions are met. Allows affordable housing organizations to sell deed-restricted ADUs to eligible low-income homeowners.	Allows ADUs to be sold separately from a primary residence if conditions are met.
AB 670 - Prevents homeowners' associations from barring ADUs. Allows reasonable restrictions.	This is not under the control of the City but facilitates further development of ADUs.
AB 671 - Requires local governments to include in their housing plans to incentivize and promote the creation of affordable ADUs. Requires HCD to develop a list of state grants and financial incentives for ADU development and post it by Dec. 31, 2020.	The City will be required to address methods and strategies to promote development of ADUs within the Housing Element document through policies and goals.
AB 1255 - Requires cities and counties to report to the state an inventory of its surplus lands in urbanized areas. Requires the state to include this information in a digitized inventory of state surplus land sites.	The City will be required to track and report qualifying parcels to the State.

We have applied the new statutory requirements stated above and have negotiated with HCD and developed workable solutions since these new laws have been adopted. We feel confident that the City of Costa Mesa will benefit for our recent work and avoid any unnecessary effort during the certification process.



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Requested Modifications to Terms and Conditions

Kimley-Horn has reviewed the sample Professional Services Agreement and requests the following modifications that are consistent with terms previously negotiated with the City.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. ~~Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.~~

1.4. Warranty. Consultant ~~warrants that it shall~~ exercise the professional standard of care to perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's negligent performance under this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, epidemics (including COVID 19), strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

5.1. Minimum Scope and Limits of Insurance.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. ~~Architects' and engineers' coverage shall be endorsed to include contractual liability. [...].~~

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, ~~at Consultant's sole expense,~~ from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees to the extent caused by arising out of the negligent performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder ~~shall apply without any advance showing of~~



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~~negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but~~ shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the negligent work performed by the Consultant, [...].



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Attachment C

Please find our completed Attachment C on the following pages.





VENDOR APPLICATION FORM

RFP: Housing Element Update

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: Kimley-Horn and Associates, Inc.

Contact Person for Agreement: Dave Barquist, AICP

Corporate Mailing Address: 765 The City Drive, Suite 200

City, State and Zip Code: Orange, CA 92868

E-Mail Address: dave.barquist@kimley-horn.com

Phone: Fax: 714.705.1317 / 714.621.0368

Contact Person for Proposals: Nick Chen, AICP

Title: Project Manager E-Mail Address: nick.chen@kimley-horn.com

Business Telephone: 714.786.6111 Business Fax: 714.621.0368

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
- INDIVIDUAL SOLE PROPRIETORSHIP
- PARTNERSHIP UNINCORPORATED ASSOCIATION

VENDOR APPLICATION FORM
(Continued)

NAMES & TITLES OF CORPORATE BOARD MEMBERS

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Name	Title	Phone
SEE ATTACHED		

Federal Tax Identification Number: 56-0885615

City of Costa Mesa Business License Number: Will obtain upon award

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

Kimley-Horn and Associates, Inc. Principal Officers and Directors

PRINCIPAL OFFICERS:

<u>Names/Titles</u>
John C. Atz, Chairman
Steven E. Lefton, CEO, President
Richard N. Cook, Senior Vice President, Secretary
Tammy L. Flanagan, CFO, Senior Vice President
David L. McEntee, Vice President, Treasurer, Assistant Secretary

DIRECTORS:

<u>Names</u>
John C. Atz, Chairman
Barry L. Barber, Executive Vice President
Stephen W. Blakley, Senior Vice President
Paul B. Danielson, Senior Vice President
William E. Dvorak, Jr. Senior Vice President
James R. Hall, Senior Vice President
Steven E. Lefton, CEO, President
Emmeline F. Montanye, Senior Vice President
Brent H. Mutti Senior Vice President
Brooks H. Peed Chairman Emeritus
Michael G. Schiller, Executive Vice President
G. Bradbury Tribble, Senior Vice President

Ownership: Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc., which is wholly owned by APHC, Inc., which is owned by over 500 Kimley-Horn employees, none of which own 5% or more of the outstanding shares.



Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 17, 2019 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented."
(Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated:


Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 17, 2019

ATLANTIC

BALTIMORE

Falk, Katherine W.
Kraft, Jonathan H.

HOBOKEN

Gibson, Adam T.

NEWPORT NEWS

Collins, Carroll E.

NORTHERN VIRGINIA

Byrd, Michael N.
Carter, Erica V.
Elman, Paul D.
Giffin, Geoffrey D.
Hall, Lori A.
Kauppila, John L.
Lefton, Steven E.
Martin, Robert J.
Mussion, David B.
Sauro, Thomas J.
Stevens, Ross S.
Whyte, Richard D.

PHILADELPHIA

Hughes, Paul W.

PRINCETON

Diggan, Tony W.

RICHMOND

Brewer, Brian J.
Harmon, Amanda R.
Hill, Corey
Lickliter, Ashley C.
McPeters, Brian A.
Musarra, Salvatore J.
White, Timothy E.

VIRGINIA BEACH

Chambers, Jon S.
Crum, Katie E.
France, William D.
Holland, Kimberly R.
Jucksch, Rebecca R.
Mackey, William F.
Marscheider, Edward A.
Mertig, Karl E.
Miller Edward W.
Royal, Jack R.
Votava Charles F.

WHITE PLAINS

Canning, Thomas J.
Van Hise, Kevin

CALIFORNIA

LOS ANGELES

Blume, Robert D.
Fares, Jean B.
Kerry, Nicole M.
Kyle, Gregory S.

Phaneuf, Alyssa S.

OAKLAND

Akwabi, Kwasi
Dankberg, Adam J.

ORANGE

Adrian, Darren J.
Gillis, Brian R.
Matson, Jason B.
Melchor, Jason J.
Melvin, M. Pearse
Phillips, Chad E.

PLEASANTON

Dean, Felicia C.
Durrenberger, Randal R.
Mowery, Michael C.
Sowers, Brian E.

SACRAMENTO

Melvin, Enda
Pittalwala, Fareed S.
Weir, Matthew D.

SAN DIEGO

Barlow, Matthew T.
Espelet, Leonardo E.
Harry, Jennifer L.
Kaltsas, Joseph D.
Knapton, Michael J.
Landaal, Dennis J.
McCormick, Matthew B.
McWhorter, Samuel L.
Podegracz, Anthony J.
Ross, Michael S.

SAN JOSE

Hedayat, Leyla
Meyerhofer, Peter N.
Venter Frederik J.

FLORIDA

BOCA-DEL RAY

Spruce, Michael D.
Webber, Jason A.

FORT LAUDERDALE

Alam, Mudassar M.
Capelli, Jill A.
Falce, Christopher T.
McWilliams, John J.
Ratay, Gary R.
Robertson, Stewart E.

FORT MEYERS

Wicks, Amy N.

JACKSONVILLE

Brenny, Martin T.
Mecca, Joseph P.
Roland, George E.

LAKELAND

Bulloch, Kelly B.
Lewis, Jason A.
Wilson, Mark E.

MIAMI

Baldo, Burt L.
Buchler, Aaron E.
Campbell, David C.
Collier, Julio A.
Fernandez, Jorge L.

OCALA

Bryant, M. Lewis
Busche, Richard V.

ORLANDO

Chau, Hao T.
Jackson, Jay R.
Martin, Jonathan A.
Mingonet, Milton S.
Thigpen, Jonathan D.
White, Wayne E.

SARASOTA

Klepper, B. Kelley
Nadeau, Gary J.
Pankonin, James R.
Schmid, Seth E.

ST. PETERSBURG

Dodge, Dawn M.

TALLAHASSEE

Barr, Richard R.
Sewell, Jon S.
Wetherell, Ryan S.

TAMPA

Gilner, Scott W.
Lee, Nathan Q.

VERO BEACH

Cave, Derrick B.
Dalton, Edward T.
Good, Brian A.
Peed, Brooks H.
Roberson, Kevin M.
Stephens, Britt L.
Thomas, Melibe S.

WEST PALM BEACH

Atz, John C.
Barnes, R. Russell
Heggen, Christopher W.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Schwartz, Michael F.
Sumislaski, James M.
Walthall, David W.

MID-WEST

CHICAGO

DOWNTOWN

Dvorak, Jr., William E.
Marnell, Colleen L.
Morton, Jr., Arthur J.
West, Craig L.

CHICAGO

SUBURBAN

Antony, Dean M.
Heinen, Andrew N.
Sjogren, Timothy

COLUMBUS

Muller, Justin M.

INDIANAPOLIS

Butz, Jr., William A.

TWIN CITIES

Bishop, Mark C.
Coyle, Daniel J.
Danielson, Paul B.
Henderson, Benjamin J.
Horn, Jon B.
Leverett, Christopher C.
Matzek, William D.
Williamson, Sarah T.

MOUNTAIN

DENVER

Colvin, Scott W.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Turner, Meaghan M.
Valentine, Brian W.
Wilhelm, William R.

LAS VEGAS

Ackeret, Kenneth W.
Colety, Michael D.
Moles, Richard A.

MESA

Grandy, Michael L.
Margetts, Sterling T.
Walnum, Nathan C.

PHOENIX

Conrad, John R.
Hermann, Michael J.
Kimm, Kevin J.
Kissinger, John C.
Leistiko, David J.
Mutti, Brent H.
Noon, Lisa K.
Omais, Ahmad A.
Perillo, Adam C.
Purtle, Vicki L.
Schiller, Michael G.

Smalkoski, Brian R.
Williams, Laura J.

RENO

O'Brien, Molly M.

SALT LAKE CITY

Johnson, Zachary A.

TUCSON

Crowther, Brent C.

SOUTHEAST

ALPHARETTA

Fanney, Lawson H.
Hamilton, James R.
James, Alvin B.
Walker, John D.
Webb, Floyd C.

ATLANTA

Newton, Gary T.
Rushing, Michael L.

ATLANTA MIDTOWN

Bosman, Eric S.
Fink, Kenneth L.
Johnston, Sean P.
Montanye, Emmeline F.
Ross, Robert A.
Stricklin, David L.

CHARLESTON

Guy, Jonathan R.
Hume, Robert M.

CHARLOTTE

Blakley, Jr., Stephen W.
Edwards, Matthew A.
Taylor, Benjamin S.

COLUMBIA

Iser, Christopher M.

DURHAM DOWNTOWN

Beck, Chadwick W.

MEMPHIS

Collins, James F.
Danley, Drake E.

NASHVILLE

Creasman, Brett R.
Dufour, Zachary J.
Rhodes, Christopher D.

RALEIGH

Adams, Richard C.
Balltzglier, Lindsey
Barber, Barry L.
Cook, Richard N.
Deans, Neil T.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 17, 2019

Flanagan, Tammy L.
Kuzenski, John
McEntee, David L.
Meador, Emily H.
Nuckols, Charles A.
Otto, James N.
Rohrbaugh, Richard R.
Sutter, Karl V.
Venters, Samantha

TEXAS

AUSTIN

Boecker, Brian C.
Mason, Sean R.
Van Leeuwen, Andrew

DALLAS

Hall, James R.
Harris, Mark E.
Henigsmann, Dean A.
Hoppers, Kevin P.
Nathan, Aaron W.
Smith, Eric Z.
Swindler, Roderick P.

FORT WORTH

Arnold, Scott R.
Gary, Glenn A.
James, Jeffery

FRISCO

Brignon, Brit A.
McCracken, Paul D.

HOUSTON

Frysinger, Chris V.
Guillory, Michael B.

LAS COLINAS

Ante, Louis N.
Tribble, Guy B.

SAN ANTONIO


Farnsworth, Jeffrey A.



EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. *Only sign one statement.*

I certify that Proposer and Proposer’s representatives have not had any communication with a City Councilmember concerning this **REQUEST FOR PROPOSAL: Housing Element Update** at any time after **May 4, 2020**.


Signature

Date: May 26, 2020

Darren J. Adrian, Sr. Vice President
Print

-OR-

I certify that Proposer or Proposer’s representatives have communicated after **May 4, 2020** with a City Councilmember concerning this **REQUEST FOR PROPOSAL: Housing Element Update** copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print



DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.



DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE

COMPANY PROFILE & REFERENCES

Company Legal Name: Kimley-Horn and Associates, Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.) **Corporation**

Active licenses issued by the California State Contractor's License Board: **California Secretary of State #C1616788**

Business Address: **765 The City Drive, Suite 200, Orange, CA 92868**

Website Address: **www.kimley-horn.com**

Telephone Number: **714.939.1030**

Length of time the firm has been in business: **53 years**

Length of time at current location: **22 years**

Is your firm a sole proprietorship doing business under a different name: Yes
 No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Is your firm incorporated: Yes No If yes, State of Incorporation: **North Carolina**

Federal Taxpayer ID Number: **56-0885615**

Contact person in reference to this solicitation: Nick Chen, AICP

Telephone Number: **714.786.6111**

Email Address: **nick.chen@kimley-horn.com**

Fax Number: **714.621.0368**

Contact person for accounts payable: Elio Portillo

Telephone Number: **657.201.8790**

Email Address: **elio.portillo@kimley-horn.com**

Name of Project Manager: Nick Chen, AICP

Telephone Number: **714.786.6111** :

Email Address: **nick.chen@kimley-horn.com**

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Encinitas

Telephone Number: 760.633.2714

Contact Name: Jennifer Gates, Principal Planner

Contract Amount: \$581,000

Email: jgates@encinitasca.gov

Address: 505 S. Vulcan Avenue, Encinitas, CA 92024

Brief Contract Description: City of Encinitas Housing Element (5th cycle)

Company Name: City of Del Mar

Telephone Number: 858.755.9313

Contact Name: Shaun McMahon, Project Planner

Contract Amount: \$402,000

Email: smcmahon@delmar.ca.us

Address: 1050 Camino Del Mar, Del Mar, CA 92014

Brief Contract Description: City of Del Mar Housing Element (6th cycle)

Company Name: City of Rialto

Telephone Number: 909.820.2505

Contact Name: Karen Peterson, Senior Planner

Contract Amount: \$58,000

Email: kpeterson@rialtoca.gov

Address: 150 S. Palm Avenue, Rialto, CA 92376

Brief Contract Description: City of Rialto Housing Element (5th cycle)

FEE PROPOSAL FORM /STAFFING PLAN

Housing Element Update

Provide hourly rates, along with estimated contract pricing in accordance with the City’s requirements, as set forth in Scope of Work. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor’s website at www.bls.gov.)

Primary Staff to Perform Scope of Work Tasks

Employee	Classification/Title	Hourly Rate	Hours Proposed	Total Cost	Overtime Rate
Dave Barquist	Principal Planner	275	105	\$28,875	n/a
Rita Garcia	Principal Planner	275	38	\$10,450	n/a
Nick Chen	Project Manager	170	231	\$39,270	n/a
Ace Malisos and Matt Horton	Senior Planner	170	67	\$11,390	n/a
Molly Mendoza and Brian Leung	Associate Planner	135	389	\$52,515	n/a
Prathna Maharaj	Assistant Planner	110	72	\$7,920	n/a
	Total		902	\$150,420	

Total Estimated Contact Price	\$154,920 incl. expenses
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ADD ANY ADDITIONAL COST PROPOSAL SHEETS HERE

Substitution or addition of Contractor’s key personnel in any given category or classification shall be allowed only with prior written approval of the City Project Manager. The Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to City Project Manager approval. City reserves the right to have any of Contractor personnel removed from providing services to the City under this Agreement. City is not required to provide any reason for the request for removal of any Contractor personnel.

OPTIONAL TASKS:

Task 9: Safety Element Update - \$13,480

Task 10: Environmental Justice Policies - \$5,300

CITY OF COSTA MESA HOUSING ELEMENT UPDATE - ESTIMATED FEES

TASK	Principal \$275	Project Manager \$170	Associate Planner \$135	Assistant Planner / Graphics \$110	Admin / Support \$110	Total Cost
TASK 1: PROJECT KICKOFF						
1.1 Project Kick-off Meeting	4	6				\$2,120
1.2 Project Schedule	2	4				\$1,230
TASK 2: PROJECT MANAGEMENT AND COORDINATION						
	15	22	12		20	\$11,685
TASK 3: ANALYZE REGIONAL HOUSING NEEDS ASSESSMENT						
3.1 Document Review		4	12			\$2,300
3.3 Evaluate Current Housing Element	4	10	16			\$4,960
3.3 Housing Needs, Constraints, Resources, Population and Housing Profile	10	70	120	15		\$32,500
3.5 Develop Housing Plan	7	18	24			\$8,225
TASK 4: COMMUNITY ENGAGEMENT						
4.1 Community Outreach Plan	2	4	12			\$2,850
4.2 Community Workshop #1	6	8				\$3,010
4.3 Community Workshop #2	6	8				\$3,010
4.4 Online Community Survey		2	6			\$1,150
4.5 Study Session	6	8				\$3,010
TASK 5: DRAFT HOUSING ELEMENT						
5.1 Screencheck Draft	8	15	24		10	\$9,090
5.2 Pre HCD Public Review Draft	4	8	15		8	\$5,365
5.3 HCD Submittal Draft	4	8	16		8	\$5,500
5.4 Response to Comments	4	12	20		3	\$6,170
5.5 Public Review Draft	4	8	12			\$4,080
5.6 Final Draft Housing Element	4	6	10		2	\$3,690
5.7 Final Transmittal to and Correspondence with HCD	1	2	4			\$1,155
TASK 6: CEQA COMPLIANCE						
	32	52	78			\$28,170
TASK 7: PUBLIC HEARINGS (2 Hearings Assumed)						
	18	17				\$7,840
TASK 8: FINAL HOUSING ELEMENT CERTIFICATION						
	2	6	8		6	\$3,310
Expenses						\$4,500
TOTAL	143	298	389	15	57	\$154,920



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
NONE/NOT APPLICABLE				

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Darren J. Adrian, Sr. Vice President
Bidder/Applicant/Proposer

May 26, 2020
Date



Contact:

Nick Chen, AICP


nick.chen@kimley-horn.com

714.786.6111

Dave Barquist, AICP

dave.barquist@kimley-horn.com

714.705.1317



Kimley»Horn

Kimley-Horn and Associates, Inc.
765 The City Drive, Suite 200
Orange, CA 92868
www.kimley-horn.com

EXHIBIT C
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.