

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF RIALTO
AND
KIMLEY HORN AND ASSOCIATES**

1. PARTIES AND DATE.

This First Amendment to the Professional Services Agreement ("First Amendment") is made and entered into this **June 11, 2019** by and between the **City of Rialto** ("City") and **Kimley Horn and Associates** ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated **March 7, 2019** ("Agreement"), whereby Consultant agreed to provide planning support services to the **City**.

2.2 Amendment. City and Consultant desire to amend the Agreement for the first time for additional services and to increase the total amount of compensation for the Agreement.

3. TERMS.

3.1 Compensation. Section 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Attachment 'B' of the Agreement. The total compensation shall increase by **\$33,000** and not exceed **\$108,000** without written approval of the City Council. Extra work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.2 Additional Services. Section 2.3 of the Agreement is hereby amended, as follows:

"2.3 Additional Services. Consultant shall conduct additional services as described in this amendment under Attachment 'A'."

3.3 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.5 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF RIALTO

CONSULTANT

By: _____
Rod Foster
City Administrator

By: _____

Attest:

Barbara McGee
City Clerk

Approved as to Form:

Fred Galante,
City Attorney

ATTACHMENT A



MEMORANDUM

To: Mr. Robb Steel
Mr. John Dutrey
City of Rialto

From: David Barquist, AICP
Kimley-Horn and Associates, Inc.

Date: 4/22/2019

Subject: Scope of Work for Interim 4-year update Housing Element

The City of Rialto is required by statute to complete a mid-cycle update of the Housing Element. This update is required to comply with state law and recent formal written requests by HCD. As this mid-cycle update does not have new RHNA growth need allocations, that update serves as a means to check progress on policies, update data sources and modify policies and programs and needed. Additionally, public engagement with various stakeholders is required. The scope of work includes the following components

Task 1.0 - Outreach and Engagement

This task will include up to two community workshops, stakeholder engagement and public hearings. Two facilitated community workshops are anticipated,

Stakeholder engagement will include outreach to interest groups, service agencies and other parties who are engaged in housing in Rialto. Small focus-group format discussions or teleconferences will be conducted.

Outreach collateral, including flyers, text for the City's social media accounts (e.g., web, facebook, twitter) will be developed.

Task 2.0 – Review of Past Performance

Since the adoption of the 5th Cycle Housing Element, the interim update will evaluate progress on policies and programs of the Housing Element. The update to this portion of the Housing Element will require considerable time and consultation with City staff to discover progress. Kimley-Horn will utilize the city's annual progress reports and other available data to review progress on the housing element. Staff will be tasked with providing Kimley-Horn with information germane to updates to programs and implementation actions as identified in the Housing Element

Task 3.0 – Update to Housing Needs Constraints and Resources

Chapters 2 through 4 of the Housing Element will be updated with the most current relevant data available. This may include updates to tables, data and analysis to develop the most current status available.

This will also include updates to the Housing Element's Appendices, as appropriate.

Task 4.0 – Updates to Housing Policy Program

Chapter 5 Housing Plan will be updated to reflect current conditions, changes in policy and availability of resources.

Task 5.0 – Public Review and HCD Consultation

Kimley-Horn will participate in up to 2 public hearings and consult with HCD during the public review process.

Task 6.0 – Program Implementation (OPTIONAL)

In some cases, the City may have not yet completed all necessary Municipal Code amendments in order to comply with HCD requirements for the 5th cycle. Kimley-Horn can provide assistance to the City of Rialto with completing all required amendments. Because the extent of progress or status of is not known at this time, a separate scope and fee can be provided. This may include updates to the zoning code to comply with:

- Compliance with SB-2 (Emergency, Transitional and Supportive Housing)
- Compliance with SB 520 (Reasonable Accommodation)
- Compliance with GC Section 65915 (Density Bonus)

Once a review of the Housing Element is complete, a better understanding of the implementation needs can be determined. It is further suggested that any required amendments be completed prior to transmitted the mid-cycle update to HCD.

Schedule

Kimley-Horn understands the importance of completing this interim update to Housing Element as soon as possible. We propose completing this task within a 5-6 month period, commencing May 2019. Schedule adherence is dependent upon the immediate scheduling of Workshops and other activities.

Fee

Kimley-Horn has previously submitted a scope of work for the assistance in responding to prior HCD correspondence. Inclusive of that previously approved task amount, an additional fee of \$33,000.00 would cover cost to complete the interim update process.

Should you have any questions, please contact me directly at (714) 705-1317 or via email at dave.barquist@kimley-horn.com

Sincerely,

David Barquist, AICP