

CITY OF STOCKTON  
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and PlaceWorks ("Contractor") to provide Housing Action Plan and Housing Element Update as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:  
Commences on: March 22, 2022 Terminates on: March 22, 2024

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: \$ \$599,786

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms & Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G - Special Funding Terms & Conditions CARES (If applicable check box) YES

**IN WITNESS WHEREOF, the authorized parties have executed this Agreement.**

**CONTRACTOR**

PlaceWorks  
Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name and Title of Person Signing \_\_\_\_\_

Address \_\_\_\_\_

**CITY OF STOCKTON**

Harry Black, City Manager \_\_\_\_\_ Date \_\_\_\_\_

ATTEST:

Eliza R. Garza CMC, City Clerk \_\_\_\_\_

APPROVED AS TO FORM:  
John M. Luebberke, City Attorney

BY: \_\_\_\_\_

**EXHIBIT A**  
**STATEMENT OF WORK**

**1. Project Objectives**

1.1. To provide technical review and analysis, framework development, public participation, drafting regulations, and preparation of the City's Development Code.

**2. Project Scope**

2.1. Project Kick-off Meeting and Project Management

2.1.1. Project Kick-off

The contractor shall communicate with City staff via phone and email throughout the project. The Contractor shall prepare for and attend a virtual kick-off meeting with the City to exchange information and initiate work. At the meeting Contractor shall:

- 2.1.1.1. Determine staff contact protocol.
- 2.1.1.2. Review and finalize the scope of work and schedule.
- 2.1.1.3. Review Housing Element legal requirements and California Department of Housing and Community Development (HCD) practices.
- 2.1.1.4. Identify stakeholders.
- 2.1.1.5. Provide a list of data needs.

Deliverables:

- 2.1.1.5.1. Kickoff meeting agenda, data needs list, list of stakeholders, and meeting minutes (electronic copies).
- 2.1.1.5.2. Agenda and notes for subsequent calls with staff (electronic copies).

2.1.2. Project Management and Coordination

- 2.1.2.1. The Contractor shall communicate with City staff via phone and email throughout the project. In addition, the Contractors' project team shall:
- 2.1.2.2. Provide monthly email progress reports to the City
- 2.1.2.3. Lead Zoom check-in discussions once a month with one or two appropriate team members.

- 2.1.2.4. Provide an Internet-based folder for all project materials accessible to the City and consultants.
- 2.1.2.5. Reallocate any remaining funds to other tasks within the scope when tasks are completed under budget.
- 2.1.2.6. Send all draft documents through quality control in advance of submitting to the City for review.

Deliverables:

- 2.1.2.6.1. Monthly progress report accompanying the invoice.
- 2.1.2.6.2. Project discussion once a month via Zoom (assumed 10 check-in meetings).

## 2.2. Land Inventory

The Contractor shall work with the City to assess the availability of land allowing residential development in the City and as a subset of the list of suitable sites, a list of Housing Priority Sites will be developed by the Contractor. This analysis will be used during Housing Action Plan, and as part of the Housing Element Update.

### 2.2.1. Draft RHNA Land Inventory

The City's current Regional Housing Needs Allocation (RHNA) assigned for the 2015-2023 time period is 11,824. San Joaquin County Council of Governments (SJCOG) is currently working with the cities in their region on the draft RHNA for the 2023-2031 planning period. Once the RHNA for the 2023-2031 timeframe is available, The Contractor shall analyze the City's ability to address those numbers during the eight-year timeframe of the next Housing Element. The Contractor will use the current vacant and underutilized sites inventory from the Housing Element and work with City staff to determine which sites are still available and meet HCD's land inventory criteria. The Contractor will then work with City staff to determine if additional sites are needed to meet the RHNA and to ensure the City does not fall into a no-net-loss situation.

The Contractor realizes that identifying adequate sites can be a large undertaking. The Contractor shall use the inventory of the current site as a starting point to determine which sites are still viable RHNA sites based on new state law requirements, including, but not limited to, the following:

- 2.2.1.1. Additional analysis for sites smaller than one-half acre, larger than 10 acres
- 2.2.1.2. Additional analysis for underutilized, nonvacant sites
- 2.2.1.3. Identify sites included in the past housing element cycles that may require changes to zoning to continue listing in the Housing Element sites inventory
- 2.2.1.4. Identify if sites are publicly owned

- 2.2.1.5. Indicate whether a site has available or planned and accessible infrastructure.

It is not currently anticipated that rezoning will be needed to meet the RHNA. If rezoning is needed, the Contractor shall work with the City to analyze sites that would be suitable for residential development if their zoning was changed.

For this task, The Contractor shall:

- 2.2.1.6. Incorporate the Regional Housing Needs Allocation prepared by SJCOG for the 2023-2031 cycle.
- 2.2.1.7. Document potential sites. The Contractor shall prepare an inventory, map, and analysis clearly illustrating Stockton's capacity to accommodate the new RHNA. In keeping with state law, the Contractor shall document the realistic development capacity of each site and will prepare a map showing all identified sites.
- 2.2.1.8. Investigate alternative RHNA credits. This includes analyzing the capacity for alternative RHNA credits for accessory dwelling units, guest quarters, preservation of existing at-risk affordable housing projects, and other similar, nontraditional RHNA credit opportunities.
- 2.2.1.9. Ensure sites affirmatively further fair housing. The Contractor shall work with City staff to determine if the sites identified in the inventory are located throughout the community in a manner that affirmatively furthers fair housing. The analysis will be a preliminary assessment of whether the sites are consistent with state fair housing law. A full fair housing assessment will be conducted.

The Contractor shall complete an analysis of nonvacant sites to address a portion of the RHNA. As part of this analysis, the Contractor shall analyze the realistic development potential within the planning period by considering the extent that a nonvacant site's existing use impedes additional residential development, the jurisdiction's past experience converting existing uses to higher-density residential development, market trends and conditions, and regulatory or other incentives or standards that encourage additional housing development on any nonvacant sites. The Contractor shall work to determine if parcels included in the inventory have sufficient water, sewer Contractor, and dry utilities (electricity, internet) supply available and accessible we support housing development. The Contractor shall review existing general plan programs or other mandatory programs or plans to secure sufficient water, sewer, and dry utility supply to support housing development on the site. The analysis shall include sufficient detail to determine whether the service levels of water delivery/treatment systems and sewer treatment

facilities are sufficient and have the capacity to accommodate development on all identified sites in order to accommodate the RHNA.

Deliverables:

- 2.2.1.9.1. Excel workbook with Draft RHNA land inventory and PDF of workbook.

#### 2.2.2. Conduct Stakeholder Outreach

The Contractor shall conduct stakeholder outreach to receive input on the potential RHNA Land Inventory. After preparing a preliminary update to the existing Housing Element land inventory and adding additional suitable parcels, The Contractor shall hold two (2) workshops to receive input about the potential list of sites. One workshop shall be virtual and one in-person with the same content presented. Maps or other tools shall be decided on with City staff to facilitate the presentation of the draft land inventory.

Deliverables:

- 2.2.2.1.1. Attendance at one virtual workshop and one in-person workshop. The Contractor shall have a Spanish-speaking staff person attend the workshops to translate if desired by the City.
- 2.2.2.1.2. Promotional flyer and announcements (in English and Spanish)
- 2.2.2.1.3. PowerPoint presentation (The PowerPoint can be translated into Spanish for posting on the City website if desired)
- 2.2.2.1.4. Other materials, including maps or other suitable materials for the in-person workshop
- 2.2.2.1.5. Summary notes incorporated into the Housing Element

#### 2.2.3. Final RHNA Land Inventory

Based on feedback received from City staff and the public, the Contractor shall revise the RHNA Land Inventory. The final list of sites that is suitable to meet the RHNA will need to be arrived at while considering and addressing the comments received.

Deliverables:

- 2.2.3.1.1. Revised Excel workbook with Final RHNA land inventory and PDF of workbook.

#### 2.2.4. Housing Priority Site Analysis

A subset of the RHNA Land Inventory sites shall be designated Housing Priority Sites and analyzed further by The Contractor as part of the Housing Action Plan in Task 2. The Contractor shall use the existing Housing Priority

Site list the City has created as a starting point. Housing priority sites shall be sites that are best candidates for a variety of housing development during the Housing Element planning period, including affordable housing. These will also be sites that can serve as a catalyst for economic and neighborhood-serving improvements. The list of sites identified by the Contractor shall exceed the ultimate number the City would like to arrive at for the list of Housing Priority Sites so that further outreach and review can refine the list to reach a final list of Housing Priority Sites.

Deliverables:

2.2.4.1.1. Draft subset of sites from the Final RHNA land inventory (Excel workbook) that are proposed to be Housing Priority Sites.

### 2.2.5. Identify Partnerships

The Contractor shall work with the City to reach out to owners of the Housing Priority Sites identified on a draft list that are not owned by the government to explore their interest in housing development and potential partnerships. A partnership would increase the attractiveness of the site for development in the near-term and establish a working relationship to explore further possibilities for the site as part of the Housing Action Plan under Task 2.

Deliverables:

2.2.5.1.1. The Contractor shall assist the City with mailers, emails, and phone calls to the Draft Housing Priority Sites List property owners. If requested by the property owners, the Contractor shall hold a meeting with the property owner to discuss their interest in residential development and working further with the City to position the site as a development-ready location.

### 2.2.6. Final Housing Priority Sites

Based on feedback received from City staff and property owners, the Contractor shall revise the Housing Priority Sites list. Next steps to develop information and analyze these sites will occur in Task 2 as part of the Housing Action Plan.

Deliverables:

2.2.6.1.1. Final subset of sites from the Final RHNA land inventory (Excel workbook) that are proposed to be Housing Priority Sites.

## 2.3. Housing Action Plan

The Contractor shall prepare a Housing Action Plan (HAP). HAP shall serve as a toolkit that provides the City with an overarching strategy document to implement housing policies, improve existing policies, develop and implement new policies pertaining to increased housing production, housing standards, best practices, and means to administer the programs and efforts within a set timeframe. The HAP “toolkit” shall encompass existing housing plans and policy objectives to increase overall housing production in the City of Stockton. The toolkit shall be based on an assessment and determination of housing needs by type (emergency, supportive, permanent) and by income level (very low-, low-, moderate-, and above moderate-income). The HAP toolkit shall identify areas that allow each housing type, identify priority housing sites for catalytic projects, identify a possible list of housing partnerships and funding, based on site-specific and regional market analysis. The end product of this task shall be written and structured to be read and understood by the broad public, City staff, elected and appointed officials, local community-based organizations, housing developers, and regional partners. To accomplish these objectives, the Contractor will complete the following sub-tasks.

#### 2.3.1. Existing Inventory and Assessment

As a first step in developing the HAP, the Contractor shall compile a comprehensive inventory of the existing housing policies and available background information. Following is a description of sub-tasks.

#### 2.3.2. Review Plans, Reports, Studies, other Relevant Documentation

City staff shall provide, and the Contractor shall review, copies of relevant plans, reports, studies, and other relevant documentation of housing conditions, goals, and objectives in Stockton. This shall include, but shall not be limited to, background information coming out of the parallel Housing Element Update process, as well as existing policies, plans, and studies, including the City’s HUD Consolidated Plan and Analysis of Impediments to Fair Housing.

#### 2.3.3. Review Gaps in Policy Recommendations

After gathering and reviewing the relevant background information, the Contractor shall prepare a summary of the City’s existing housing policy, organized by type of housing and income level addressed and will highlight any gaps in housing policy for housing types and/or income levels that are not addressed in current policy. The Contractor shall conduct interviews as part of to help to identify existing gaps in affordable housing policy. Once this task is complete Contractor will meet with the City about any identified gaps and whether any of them could be addressed by the City in a near-term timeframe.

#### 2.3.4. Prepare Overview of Existing Plans

From the summary of existing housing policies, the Contractor shall prepare a concise overview of the existing policies and programs and the implementation tools that the City currently uses to achieve stated goals and objectives. The Contractor shall request information from City staff regarding the achievements or outcomes from the existing policies (including implementation and results of the existing Housing Element).

##### Review and Prepare Overview of Barriers to Housing Production

The Contractor shall prepare an overview of barriers to housing production in Stockton. Interviews conducted shall help to identify real or perceived barriers to local housing production. Based on feedback from key informants regarding the perceived barriers to housing production that the City may be able to influence, the Contractor shall conduct follow-up research to try to verify the issues and identify potential solutions that could be incorporated into the HAP. This information may inform the subsequent preparation of the assessment of governmental and nongovernmental constraints to housing in the Housing Element Update process that will follow.

#### 2.3.5. Inventory of Specialty Tools/Incentives

To begin the process of thinking about tools that could be utilized in Stockton to help facilitate the production of housing of different types to serve different household income levels, the Contractor will compile an inventory of different tools and incentives that have been used in other communities. This inventory will include a brief description of each tool, along with pertinent information about the type and/or income level of housing that they can assist, any special requirements (e.g., voter approval, adoption of plans, other local governmental actions) for use in Stockton, as well as identification of potential funding sources and/or other resources needed for implementation. Examples of the types of tools/incentives to be considered include the transfer of development rights, tax increment financing/EIFDs/CRIAs, land trusts, public-private partnerships, use of publicly owned land, etc. Interviews to be conducted.

#### 2.3.6. Review and Prepare Overview of Existing Incentives

The Contractor will review and prepare an overview of the City of Stockton's existing incentives and tools for facilitating housing production. This will identify the tools that the City already has in its toolkit to help increase housing production. Comparing this information with the information presented will help to identify gaps in the City's toolbox and ideas for new tools that the City could consider adding to address specific needs that the study identifies.

### 2.3.7. Conduct Interviews

To support the identification of housing needs, constraints, the effectiveness of policies and programs, and possible new incentives or tools to add, The Contractor will conduct interviews with up to eight key informants who are knowledgeable about local housing needs; the effectiveness of existing policies, programs, and incentives; and potential new tools or resources that may be needed to achieve local goals. These may include for-profit developers, nonprofit housing developers, landholders, social service agencies, CBOs, and other relevant stakeholders to be identified in consultation with City staff.

### 2.3.8. Draft Housing Action Plan

The Contractor will synthesize the information generated, Existing Inventory and Assessment, to prepare a Draft HAP. Following are the specific sub-tasks that the consultant team will complete.

### 2.3.9. Review and Provide Existing Context

The Contractor will prepare a brief Market Conditions and Demographics section as a preface to the HAP. The purpose of this information will be to set the context for the HAP, highlighting key pieces of information, such as the existing affordability gaps in the local housing market (e.g., which income groups are unable to afford market-rate housing).

### 2.3.10. Include Various Types/Tiers of Housing

Building on the work, Contractor will also include in the Market and Demographics section an identification of specific socioeconomic groups that are under-served (e.g., under-served needs by housing type), including:

- 2.3.10.1.1. Emergency Housing (homeless)
- 2.3.10.1.2. Supportive Housing (state licensing required)
- 2.3.10.1.3. Permanent
- 2.3.10.1.4. By Income
- 2.3.10.1.5. By Type (i.e., density, mass, etc)

The Contractor's research on this topic can serve as a starting point for the Housing Needs Assessment/Assessment of Fair Housing that will be prepared as part of the Housing Element Update process. The findings from this task will help to determine the types of sites that should be identified as catalyst sites for further study, based on the magnitude of unmet needs in various categories that are identified and the site suitability criteria associated with different housing types. (E.g., different types of sites and

locations are needed for emergency shelters versus for market-rate permanent housing.) In addition to the needs for affordable housing to be addressed, to the extent possible, the Contractor will also identify specific housing niches that present opportunities for the City to expand housing production, including specialty types such as transit-oriented development (TOD) and strengthening of the City's Missing Middle housing toolkit.

#### 2.3.11. Case Studies, Pro Formas, and Preplanning Activities for Catalyst Sites

In collaboration with City staff, the Contractor will take the lead in preparing a section of the HAP that will focus on potential housing projects on up to 20 catalyst housing sites, drawing from the Sites Inventory to be completed. The budget for this task assumes that the Sites Inventory task will provide basic site information, such as APN, existing zoning and general plan designation, and existing land uses. The contractor and City staff will collaborate to review and refine the Sites Inventory list to a maximum of 20 and the City staff and Contractor will further collaborate to identify potential zoning and General Plan designation changes and targeted residential development density if not already identified in the Sites Inventory. City staff will provide any available information regarding the availability of utilities to serve the targeted development type, the presence of any site constraints. The contractor will conduct a limited additional assessment of each site to ascertain key factors such as existing site conditions, neighborhood context, and other factors relevant to the potential future development with the targeted housing type.

For each site, the Contractor will preliminarily identify a potential project type that would both address a specific segment of identified local housing needs and also be compatible with the site's locational characteristics, site conditions, and development targeted in the Housing Element Sites Inventory. The contractor will then provide a pro-forma financial feasibility analysis that is based on one of up to five development prototypes (to be defined in consultation with City staff), modified to fit the size of the specific catalyst site being analyzed. The pro-forma analysis will identify the financial feasibility of the targeted development type and will identify any funding gap that may need to be addressed to achieve financial feasibility. In addition, for each catalyst site, the Contractor will briefly outline a set of high-level "next steps" toward housing development. This will include necessary actions such as rezone/General Plan amendments, California Environmental Quality Act (CEQA) review, infrastructure evaluations, site remediation investigations, and other site-specific actions that would need to be undertaken to pre-plan and prepare shovel-ready housing sites. Depending on the site ownership and the type of development envisioned, these next steps may include actions such as issuing RFPs for City-owned properties, conducting outreach to owners of privately-owned sites, etc.

### 2.3.12. Define Housing “Priority Areas”

Based on the findings from prior tasks, the Contractor will identify a range of potential housing priority areas within the City of Stockton. The objective will be to delineate geographic areas within the City of Stockton that should be targeted for location-focused policies, programs, or actions to support increased housing production. For example, this could include sub-areas where there are particular housing opportunities due to the presence of catalyst sites, redevelopment potential, areas found to have geographically focused needs or opportunities for production (or rehabilitation) of certain housing types, and areas where certain tools, incentives, and/or partnerships may be particularly effective because of their specific characteristics.

The Contractor will assemble the Draft HAP from the components described in sub-tasks into a single, cohesive action plan document. The Contractor will provide the Draft HAP in electronic format for review and comment by City staff. The contractor will be available to discuss the Draft HAP with City staff via the web meeting and will answer any questions.

### 2.3.13. Final Housing Action Plan

Upon receipt of a single, consolidated set of City staff comments on the Draft HAP, the Contractor will prepare revisions as appropriate, add additional elements, and finalize the plan. Following are the specific sub-tasks that Contractor will complete:

### 2.3.14. Refinement of Draft Housing Action Plan

The contractor will revise the Draft HAP in response to the City’s written comments and will add the following additional components. The contractor will be available to discuss the revised HAP with City staff, focusing on the new components. Upon receipt of a single, consolidated set of City staff comments on the new components, the Contractor will make revisions and submit the Final HAP for the City’s use. The contractor will provide the revised and final HAP documents in Adobe PDF format.

### 2.3.15. Create Action Steps/Implementation Matrix

Based on City staff input on the Draft HAP, including staff feedback on potential tools and incentives to add to the City’s housing toolbox, the Contractor will prepare an implementation matrix that groups and categorizes the tools/strategies/actions and, within each grouping, prioritizes implementation based on identified needs and opportunities. For each recommended tool/strategy/action, the Contractor will also identify roles and

responsibilities for implementation. This will focus on the responsible City department(s) but will also identify potential outside partners, if applicable.

#### 2.3.16. Recommend Financing Mechanisms

In the process of refining the Draft HAP, the Contractor will also add recommendations for financing mechanisms to assist with housing development. This will include consideration of short-term and long-term financing solutions as well as traditional affordable housing financing mechanisms and any new/emerging financing mechanisms that appear to be a good fit for Stockton's needs and opportunities.

### 2.4. 2023 – 2031 Housing Element and Safety Element Update

#### 2.4.1. Project Schedule Development

The City of Stockton Housing Element is due to adopt by December 31, 2023. The contractor recommends starting the Housing Element efforts beginning in July 2022 to meet the December 2023 due date. The following is a high-level schedule outlining the major milestones associated with the Housing Element and Safety Element Updates, Housing Action Plan, and associated CEQA requirements.

#### 2.4.2. Proposed Schedule

- ✓ Project Kick-off Meeting March 2022
- ✓ Land Inventory Analysis March – April 2022
- ✓ Draft RHNA Land Inventory March – April 2022
- ✓ Stakeholder Outreach for Land Inventory March – April 2022
- ✓ Final RHNA Land Inventory May 2022
- ✓ Housing Priority Site Analysis March-May 2022
- ✓ Draft Housing Priority Sites May 2022
- ✓ Identify Potential Housing Priority Sites Partnerships May – June 2022
- ✓ Final Housing Priority Sites June 2022
- ✓ Existing Inventory & Assessment July – August 2022
- ✓ Draft Housing Action Plan October 2022
- ✓ Final Housing Action Plan December 2022
- ✓ Existing Conditions and Needs September 2022
- ✓ Review of Previous Housing Element October – November 2022
- ✓ Stakeholder Consultations November 2022
- ✓ Community Meetings November 2022 – January 2023
- ✓ Administrative Draft Housing Element and Safety Element February 2023
- ✓ Receive City Review of Administrative Drafts March 2023
- ✓ Public Draft Housing Element and Safety Element April 2023
- ✓ Meeting with Planning Commission to review Draft Housing Element and Safety Element April 2023
- ✓ Start on General Plan EIR Addendum April – May 2023

- ✓ Submit Draft Housing Element to HCD for 60-Day Review May 2023
- ✓ Call with HCD to received comments on Draft Housing Element June 2023
- ✓ Draft Addendum to City for Review June 2023
- ✓ Receive Findings Letter from HCD July 2023
- ✓ Revise Housing Element and submit to HCD for Second 60-day Review August 2023
- ✓ Receive Findings Letter from HCD October 2023
- ✓ Final Addendum to City October – November 2023
- ✓ Planning Commission Review of Adoption Draft Housing Element and Safety Element November 2023
- ✓ City Council Review of Adoption Draft Housing Element and Safety Element By December 15, 2023
- ✓ Submit Adopted Housing Element to HCD for 90-Day Review December 2023
- ✓ HCD 90-Day Certification Review December 2023 – January 2024

#### 2.4.3. Existing Conditions and Needs

Currently, HCD is not offering a streamlined review process. If that type of process becomes available before submittal of the Draft Housing Element to HCD, the Contractor will look into whether it is an option. Submittal for HCD review will also comply with Assembly Bill (AB) 215, which was recently approved and will go into effect in 2022.

#### 2.4.4. Document Review

The contractor will review documents relevant to the Housing Element Update to gain an understanding of local conditions and needs. Documents will include, but are not limited to:

- 2.4.4.1.1. 2015–2023 Housing Element
- 2.4.4.1.2. All past communication with HCD, including any findings letters
- 2.4.4.1.3. General Plan
- 2.4.4.1.4. Housing Element annual progress reports
- 2.4.4.1.5. Zoning code
- 2.4.4.1.6. Any other applicable programs and ordinances

#### 2.4.5. Review of Previous Housing Element

The Contractor will work closely with the City to determine the status, effectiveness, and appropriateness of the 2015–2023 housing programs. The Contractor will gather and document all available information regarding specific accomplishments. The Contractor will identify content to drop, change, or add. Findings from the evaluation will be detailed in a matrix to be included in the draft Housing Element and used as a basis for program revisions for the remainder of the planning period. The Contractor will send

the review matrix to City staff to provide input before including it in the Administrative Draft Housing Element.

Deliverable:

2.4.5.1.1. Included in Administrative Draft, Review of Previous Housing Programs chapter.

#### 2.4.6. Regional Housing Needs Allocation Assessment (RHNA)

This task will be completed as part of the Land Inventory.

#### 2.4.7. Assessment of Housing Needs

#### 2.4.8. Assessment of Housing Needs Document

The contractor will create a housing needs analysis document pursuant to Government Code Section 65583 with data from the HCD pre-approved data packet, 2020 U.S. Census data, American Community Survey, and other relevant sources. The contractor will coordinate with staff to analyze housing needs and housing conditions using state-approved criteria. The housing needs analysis will include the following.

- 2.4.8.1.1. Population and Demographics: Population trends and projections, race and ethnicity, and population age.
- 2.4.8.1.2. Household Characteristics: Number, size, and type of existing households, and characteristics of lower-income households (including extremely low).
- 2.4.8.1.3. Employment and Income: Employment by industry, occupation of employed residents, and income trends.
- 2.4.8.1.4. Housing Stock Characteristics: Housing types and conditions, overcrowded households, and vacancy rates.
- 2.4.8.1.5. Housing Costs and Affordability: Home sale price trends, rental costs, affordability for households at all income levels, and overpayment.
- 2.4.8.1.6. Special Housing Needs: Special housing needs of persons with disabilities (including persons with developmental disabilities), seniors, large households, female-headed households.
- 2.4.8.1.7. At-Risk Housing: Inventory and analysis of existing affordable units at risk of converting to market rate during the planning period.
- 2.4.8.1.8. Opportunities for Energy Conservation: Pursuant to Senate Bill (SB) 375 and AB 32, an inventory and analysis of opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development.

- 2.4.8.1.9. Contractor will update financial, physical, and programmatic resources available for affordable housing programs, including local, state funding programs, and private-sector resources.

Deliverable:

- 2.4.8.1.10. Included in the Administrative Draft, Assessment of Housing Needs chapter.

#### 2.4.9. Fair Housing Assessment

AB 686 requires each city or county to take actions to overcome patterns of segregation, address disparities in housing needs and access to opportunity, and foster inclusive communities. The City will need to include an assessment of fair housing practices, examine the relationship of available sites to areas of high opportunity, and include actions to affirmatively advance fair housing. The California Tax Credit Allocation Committee/HCD Opportunity Maps will be included and are intended to display the areas, according to research, that offer low-income children and adults the best chance at economic advancement, high educational attainment, and good physical and mental health. The goal of AB 686 is to ensure available sites for low-income housing are in high resource areas rather than concentrated in areas of high segregation and poverty. It will be important to demonstrate adequate sites throughout the county and meaningful actions to overcome geographic disparities. The Contractor shall prepare this analysis for the City to include in their Housing Element.

Deliverable:

- 2.4.9.1.1.1. Included in the Administrative Draft, Fair Housing Assessment chapter.

#### 2.4.10. Housing Constraints

The Contractor will update the analysis of potential and actual governmental and nongovernmental constraints to meeting housing needs, including constraints to maintenance, improvement, and development of housing (pursuant to California Government Code Section 65583(a)(4,5)). Potential constraints to be reviewed include any land use controls, fees and exactions, permit processing procedures, building codes and code enforcement, land and construction costs, and the availability of financing. The Contractor will identify potential programs and strategies to reduce or remove identified constraints. This task will include all the analysis needed to comply with recent updates to state housing law.

Deliverable:

- 2.4.10.1. Included in the Administrative Draft, Constraints chapter.

#### 2.4.10.2. Housing Goals, Policies, Programs, and Quantified Objectives

The Contractor will work with the City to update goals, policies, programs, and quantified objectives (pursuant to Government Code Sections 65583 et seq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will describe specific steps for implementation and will identify a time frame and responsible department. Programs will address:

- 2.4.10.2.1. All new state requirements since the adoption of the existing Housing Element
- 2.4.10.2.2. Consistency and compliance with the rest of the City General Plan elements and community goals
- 2.4.10.2.3. Development controls and regulatory incentives
- 2.4.10.2.4. Housing opportunities for all City residents, including the elderly, those with disabilities, the homeless, and other special-needs groups
- 2.4.10.2.5. Fair housing programs
- 2.4.10.2.6. Sources of affordable housing funding
- 2.4.10.2.7. Preserving and improving existing affordable housing
- 2.4.10.2.8. Facilitating the development of adequate housing and infrastructure to meet the needs of low- and moderate-income households in keeping with the regional fair-share allocation
- 2.4.10.2.9. Mitigating any governmental constraints to providing and improving housing

Deliverable:

- 2.4.10.2.9.1. Included in the Administrative Draft; Goals, Policies, Programs and Quantified Objectives chapter.

#### 2.4.11. Preparation of Draft Housing Element

#### 2.4.12. Administrative Draft Housing Element

The Contractor will incorporate the feedback received during the community meetings and stakeholder consultations into a comprehensive, formatted Administrative Draft Housing Element. The Contractor will submit the Administrative Draft Housing Element to City staff for review as an electronic copy in Microsoft Word. Any outstanding data still needed from the City will be flagged in the Administrative Draft Housing Element so it can be addressed during City staff's review. The Contractor request to receive one consolidated set of City comments on the Administrative Draft.

## Deliverable:

2.4.12.1.1.1. One electronic copy (in MS Word) of the Administrative Draft Housing Element.

## 2.4.13. Public Review Draft Housing Element

The Contractor will address staff comments on the Administrative Draft and reply to any questions. The Contractor will incorporate comments and revisions from City staff's review of the Administrative Draft, as directed. The Contractor shall then prepare and submit a Public Review Draft Housing Element to present to both the Planning Commission at a public hearing.

## Deliverables:

2.4.13.1.1.1. One electronic copy (in MS Word and PDF and Excel) of the Public Review Draft Housing Element.

2.4.13.1.1.2. 10 hardcopies and a flash drive with the documents of the Public Review Draft Housing Element to the City.

## 2.4.14. HCD Review of Housing Element

2.4.14.1. During the 60-day state review periods, the Contractor will serve as the City's liaison to HCD. This service will include:

2.4.14.2. Submittal of the draft Housing Element to HCD (60-day review).

2.4.14.3. Calls and emails with HCD staff to discuss comments.

2.4.14.4. Incorporating HCD's requested revisions.

## Deliverables:

2.4.14.4.1.1. An electronic and hardcopy submittal to HCD, including cover letter of the Housing Element.

2.4.14.4.1.2. Emails and memorandums to address HCD questions and comments, as needed.

2.4.14.4.1.3. Memos with proposed revisions to the Housing Element resulting from HCD comments incorporated into the Housing Element in a tracked-changes format for review and approval by City staff.

## 2.4.15. Adopted Final Housing Element

The Contractor will prepare a final Housing Element that incorporates any changes to the public draft from City staff, HCD, or public comments received. In addition, pursuant to SB 6 (Chapter 667, Statutes of 2019), for a Housing Element adopted on or after January 1, 2021, an electronic copy of the final inventory of the land inventory parcels using HCD-approved Excel spreadsheets must be prepared and submitted to HCD with the Housing Element.

## Deliverables:

- 2.4.15.1.1.1. Upon adoption of the Final Housing Element, Contractor will prepare a final adopted version with the date of adoption prominently displayed on the front cover and throughout the document to distinguish it as the official document from other versions of the General Plan Elements.
- 2.4.15.1.1.2. Electronic copies (in MS Word and PDF and Excel) of the Adopted Housing Element and Electronic Sites Inventory to the City and to HCD with a cover letter for their 90-day review. One clean version and one showing all changes made will be included.
- 2.4.15.1.1.3. Hard copies (one clean version and one showing all changes made) will be submitted to HCD.
- 2.4.15.1.1.4. 10 hardcopies and a flash drive with the documents of the Final Housing Element to the City.

## 2.4.16. General Plan Amendment

## 2.4.17. Land Use Element Amendments (if applicable)

If changes are needed to the City's Land Use Element, zoning or land use are necessary to address the City's RHNA, the Contractor shall prepare a memo listing the recommended changes.

## Deliverables:

- 2.4.17.1.1. Prepare memo (Word and PDF format) to City identifying recommended changes to the City's Land Use Element and Land Use Map for consistency with the adopted 2023-2031 Housing Element.

## 2.4.18. Safety Element Amendments

Based on the Contractor's review of the RFP and review of available City plans and resources, including the General Plan, the Local Hazard Mitigation Plan, and regional resources, the Contractor shall prepare the associated budget for amendments to the Safety Element.

## 2.4.18.1. Conduct Climate Change Vulnerability Assessment

The Contractor will prepare a communitywide climate change vulnerability assessment (CCVA or vulnerability assessment) that meets the standards in the California Government Code and clearly identifies climate change stressors, hazards, impacts, and vulnerabilities expected to be present in Stockton. The City's CCVA will look at the threat posed by climate-related hazards in the community, such as drought, flooding, extreme heat, extreme

the weather, human health hazards, wind, and wildfire, and to what extent the threat from these hazards may change in the future. The CCVA will identify the populations and assets in the community that may be affected by these hazards, including populations (persons likely to be disproportionately harmed), buildings and infrastructure, economic drivers, community services, and ecosystems. The Contractor will assess the vulnerability of populations and assets for all relevant climate hazards by looking at impact and adaptive capacity. The Contractor will rely on the most accurate and up-to-date science using resources such as Cal-Adapt, the California Fourth Climate Assessment, Delta Adapts and other supporting reports from the Delta Stewardship Council, peer-reviewed scientific studies, publications from academic institutions, and other credible regional, state, and national sources. Assessment of impact and adaptive capacity will be translated into an overall vulnerability score, ranging from low to high. This scoring will help identify the priority populations/assets most susceptible to the effects of natural hazards, which will guide development of the updated Safety Element. The Contractor will present the results of this assessment in a summary report. These reports will inform the topics to be addressed in the climate adaptation and resilience goals, policies, and implementation programs of the updated element.

Deliverables:

- 2.4.18.1.1. Memo presenting method and approach to vulnerability assessment and list of climate hazards and populations/assets for inclusion (electronic, Word and PDF)
- 2.4.18.1.2. Vulnerability assessment scoring matrix with memo summary (draft and final, electronic, Word and PDF)
- 2.4.18.1.3. Up to three virtual meetings with staff to discuss the hazards, populations, assets, and services, preliminary vulnerability assessment scoring and staff comments, and final scoring and summary (phone/video conference)

2.4.18.2. Review Evacuation Routes

Recent changes to state law require that Safety Elements updated after January 2022 must identify evacuation routes in the community and their capacity, safety, and viability to allow for effective evacuations under emergency conditions. The Contractor expect that planning for effective evacuations will be a key part of this update to the Safety Element, given the land use and circulation patterns and presence of hazard zones in Stockton. The Contractor will ensure that the updated Safety Element address these and other state requirements. The Contractor will rely on the City and County's evacuation route mapping as a starting point. This sub-task is expected to include the following steps, with the work bound by the level of effort estimated in the budget.

- Identify and map existing evacuation routes.

- Identify evacuation scenarios and define hazard zones. The budget assumes the evaluation of two to three hazard or disaster scenarios. The contractor assumes at least one scenario would focus on a flood event.
- Review capacity of designated routes in the hazard zones, assuming this information (level of service and/or capacity data) is available from the recent General Plan and environmental impact report (EIR) or other similar efforts led by the City or a regional agency. This task does not include preparation of a level of service study for the City's roadway network.
- Assess risks and vulnerabilities for the hazard zones and evacuation routes, which includes a review of the location of the City's mapped routes against the available hazard maps, demographics of affected areas, and results of the vulnerability assessment.
- Identify goals, policies, and implementation programs to reduce risk and vulnerability.

Deliverables:

- 2.4.18.2.1.1. Memo confirming evacuation routes, evacuation scenarios, and hazard zones.
- 2.4.18.2.1.2. Tables of evacuation route capacities and identification of pinch points based on data availability for each zone.
- 2.4.18.2.1.3. Maps of evacuation routes, hazard zones, and vulnerable populations in each zone.
- 2.4.18.2.1.4. Recommendations for evacuating vulnerable populations within hazard zones.

### 2.4.18.3. Prepare Safety Element

The Contractor will initiate the project with a kick-off meeting to introduce the project team and allow for a review of project goals, communication protocols, project schedule, work plan, data needs, status of current and planned efforts that are relevant to the project, and the proposed approach to staff and community engagement. This meeting will also establish the project management procedures, including invoicing terms and communication protocols, and data collection approach. This meeting can occur with the kick-off of the Housing Element or as a stand-alone meeting.

Following identification of data needs and data collection, the Contractor will conduct a crosswalk review of the City's Safety Element and related documents to assess applicability with Section 65302(g) of the California Government Code and assess the applicability and relevance of each Safety Element's existing goals, policies, and actions. As part of the

crosswalk review, the Contractor will also review the City's Local Hazard Mitigation Plan (LHMP), and supporting regional documents and applicable local studies, to identify analyses, maps, policies, actions, or other content that could support compliance with existing guidance and regulations. The Contractor understand the City's Office of Emergency Services is currently updating the City's LHMP and that the County is initiating an update to its LHMP later this year. The Contractor will review the LHMP as part of the Contractor's crosswalk review and integrate applicable information. The Contractor will present the results of the Contractor's crosswalk review in a spreadsheet that lists which revisions are needed to the Safety Element and why, what existing documents or other work can be leveraged to support these revisions, and any additional resources that may be needed. The Contractor will recommend integration of existing technical studies and analyses, policies, or other content, as well as updates of existing information and preparation of new content.

In addition, the Contractor will review the existing Safety Element's goals, policies, and implementation actions and provide recommendations. For goals, policies, and actions that could be retained, the Contractor will note if they can be kept as written or revised to support consistency with state requirements or current conditions. This review involves consultation with City staff to learn more about the implementation and effectiveness of the Safety Element. The Contractor will present the results of this review in a matrix or table format in a Word document.

Following completion of the vulnerability assessment, evacuation analysis, and crosswalk review, Contractor will prepare a Safety Element that complies with applicable state laws, including the guidance issued by the Governor's Office of Planning and Research (OPR) and California Governor's Office of Emergency Services (Cal OES). The Contractor anticipates a focused update to the City's Safety Element. The Contractor expect new climate change-related goals, policies, and actions to address risk and vulnerabilities of climate-related hazards, such as drought, extreme heat, severe weather, and others as identified in the vulnerability assessment. In addition, there will likely be new goals, policies, and actions to address any issues raised through the evacuation route analysis. The Contractor anticipate minor updates to goals, policies, and implementation actions to address other natural and human-made hazards, including flooding, seismic activity, landslides, hazardous materials, wildfire and smoke impacts, emergency preparedness, and response.

The Contractor will update background information, hazard-specific information and details, including mapping as applicable, and goals, policies, and actions to reduce exposure, risk, and vulnerability and promote community resilience. The Contractor will prepare policies that

are responsive to these issues and meet the requirements of the California Government Code, including improving safety and resiliency for people, public and private property, and infrastructure systems, as the well as the natural environment. As part of the Safety Element Update, the Contractor will prepare updated mapping for the community. These maps will identify areas at increased risk of natural hazards, locations of potentially vulnerable populations and assets, access in constrained neighborhoods, and evacuation routes.

To the extent necessary and appropriate, the Contractor will coordinate with Cal OES, OPR's Integrated Climate Adaptation and Resiliency Program, the Department of Conservation's California Geological Survey, Central Valley Flood Protection Board, and the Delta Stewardship Council. The Contractor recommends review by state agencies 90 days in advance of review and consideration for adoption by the City Council.

The Contractor will prepare three drafts (administrative, public review, and public hearing drafts) and one final Safety Element. After receiving one set of consolidated staff comments on the Administrative Draft Safety Element, the Contractor will prepare a Public Review Draft Safety Element for distribution and review by community and agency stakeholders. Following receipt of comments from the public and state agencies and direction from City staff on changes, the Contractor will prepare the Public Hearing Draft Safety Element for review and recommendation by the Planning Commission and consideration of adoption by the City Council. Following review by the Planning Commission and City Council and direction from staff on changes, Contractor will prepare the Final Safety Element, inclusive of maps and supporting analyses.

City staff will participate in one community meeting, two public hearings, a kick-off meeting, and regular project coordination meetings. The Contractor's scope and budget assumes the Safety Element will be combined with the Housing Element for final review by Planning Commission and City Council.

Deliverables:

- 2.4.18.3.1. Kick-off meeting attendance
- 2.4.18.3.2. Kick-off meeting agenda (electronic, Word)
- 2.4.18.3.3. Kick-off meeting summary (electronic, Word)
- 2.4.18.3.4. Data needs list (electronic, Word)
- 2.4.18.3.5. Memo summarizing crosswalk of existing plan review and spreadsheet of results (electronic, Word and PDF)
- 2.4.18.3.6. Matrix presenting review of existing Safety Element goals, policies, and actions (electronic, Word and PDF)
- 2.4.18.3.7. Meeting(s) with staff to review results (phone/video conference)

- 2.4.18.3.8. Administrative Draft Safety Element – background content, goals, policies, actions, and maps (electronic, Word and PDF)
- 2.4.18.3.9. Public Review Draft Safety Element (electronic, Word and PDF)
- 2.4.18.3.10. Track changes edits to Public Review Draft (electronic, Word and PDF)
- 2.4.18.3.11. Public Hearing Draft Safety Element (electronic, Word and PDF)
- 2.4.18.3.12. Final Safety Element (electronic, Word and PDF)
- 2.4.18.3.13. Consultations with applicable state and regional agencies (phone/video conference)
- 2.4.18.3.14. Meetings with City staff (phone/video conference)

## 2.5. Environmental Review for Both Efforts

### 2.5.1. General Plan EIR Addendum

The focus of the project will be to update the Housing Element to meet the City's RHNA and ensure compliance with new regulations. The use of an Addendum builds on the investment made in the City's adopted General Plan, and significantly shortens the time period for consideration of the new Housing Element. Finally, provided that the City's decision to use an Addendum is supported with substantial evidence in the record, the City's decision enjoys the same substantial evidence level of challenge as the General Plan EIR.

The Contractor will provide an Administrative Draft Addendum following a format discussed during the kickoff meeting. The Contractor's default format for an Addendum is short and follows the findings in CEQA Guidelines Section 15162 rather than using an initial study. If a formal initial study is requested, the Contractor will need to increase the budget and scope accordingly. The Contractor will use a copy of the certified General Plan EIR and findings of fact to inform the analysis portion of the Addendum. The Contractor will also include any local standards and ordinances that address physical changes to the environment. All significant impacts identified in the General Plan EIR will be reviewed in the context of the proposed changes. One administrative draft of the Addendum will be provided for review. The final draft of the Addendum will be used to support the CEQA determination during the hearing(s) for the Housing Element. Contractor's environmental staff will attend a Zoom meeting to answer regarding the Addendum. This scope does not include physical attendance at a meeting; however, the Contractor would be happy to amend the scope/budget to attend meetings in person.

#### Deliverables:

- 2.5.1.1.1. Administrative Draft Addendum, Final Addendum, Assistance with Resolution and Staff Report Language.

### 2.5.2. Tribal Consultation

The Contractor will assist the City by completing the Native American Heritage Commission (NAHC) online form requesting a tribal contact list. Using the addresses on the list from NAHC, the Contractor will draft letters (for distribution on City letterhead) to each of the tribes on the NAHC list inquiring whether they want consultation. Because an Addendum is not a publicly circulated document, compliance with AB 52 would not be required. However, if there is uncertainty regarding whether an Addendum will be the appropriate environmental document and a Mitigated Negative Declaration (MND) or subsequent EIR (SEIR) may be required, it may be prudent to notify tribes pursuant to AB 52.

Contractor can facilitate and attend the consultation(s) with any tribes requesting consultation; however, the City must be represented. Pursuant to SB 18, tribes identified by NAHC will receive a written letter notifying them of the proposed project and asking if they wish to consult; tribes who notified the City under AB 52 will also be notified of the project and asked if they desire to consult in accordance with AB 52 and Sections 21080.3.1 and 21080.3.2 of CEQA. Following the consultation meeting (or conference call), Contractor will provide the written outcome of the process and a record for the environmental documentation showing that AB 52 consultation has been completed. Completion of the AB 52 process is needed prior to circulation of the environmental document for public review. Completion of the SB 18 process is needed prior to acting on the project.

#### Deliverables:

- 2.5.2.1.1. Draft letter to NAHC; Draft letters to identified tribes; Facilitation, attendance, and documentation of requested consultations; and written results of consultation, including closure of AB 52 consultation.

### 2.5.3. SB 18 and AB 52 Consultation

If an Addendum is prepared for the proposed project, only SB 18 compliance is required. If an SEIR is prepared, compliance with both SB 18 and AB 52 will be required.

The Contractor will complete the NAHC online form requesting a tribal contact list. Using the addresses on the list from NAHC, Contractor will draft letters (on City letterhead) to each of the tribes inquiring whether they want consultation. In addition to the NAHC list, letters will also be prepared for any tribes who have requested consultation pursuant to AB 52. As consultation for AB 52 and Section 21080.3.1 of CEQA is a government-to-government process, it must be initiated by the local government agency, and cities are usually represented at the consultation(s). The Contractor can facilitate and attend the consultation(s);

however, the City must be represented. Pursuant to SB 18, tribes identified by NAHC will receive a written letter notifying them of the proposed project and asking if they wish to consult; tribes who notified the City under AB 52 will also be notified of the project and asked if they desire to consult in accordance with AB 52 and Sections 21080.3.1 and 21080.3.2 of CEQA. Following the consultation meeting (or conference call), the Contractor will provide the written outcome of the process and a record for the environmental documentation showing that AB 52 consultation has been completed. Completion of the AB 52 process is needed prior to circulation of the environmental document for public review. Completion of the SB 18 process is needed prior to acting on the project.

Deliverables:

- 2.5.3.1.1.1. Draft letter to NAHC; draft letters to identified tribes; facilitation, attendance, and documentation of requested consultations; and written results of consultation, including closure of AB 52 consultation.

## 2.6. Housing Element Outreach and Meetings

### 2.6.1.1. Task 5.1 Stakeholder Consultation

The Contractor recommends conducting virtual/phone stakeholder consultations with organizations representing different socio-economic members of the community to identify housing needs. The Contractor have found these consultations to be a valuable way of getting targeted input. The Contractor will work with City staff to develop a list of 10 to 12 organizations, and the Contractor will conduct a phone or email survey to discuss the issues and housing-related needs of their clients.

Deliverable:

- 2.6.1.1.1.1. Summary of six to eight completed consultations to be included in the Housing Element.

### 2.6.2. Community Meetings

The Contractor will work with City staff to develop and implement an approach to engaging with the community that will build on the targeted engagement that has already occurred as part of the Land Inventory, and during the stakeholder consultations. The Contractor envision the community meetings occurring early in the process to introduce the Housing Element Update to the community and to gather input on housing issues and potential policy solutions. The Contractor propose two workshops covering the same content occurring during the same the workshop if possible – one virtual and one in-person.

Traditional in-person meetings have been restricted due to COVID-19. Although restrictions have begun to lift, the Contractor learned over the course of the last year and a half that virtual engagement can often result in greater participation and the ability to reach people who cannot attend in-person meetings. Contractor proposes to host one virtual workshop and one in-person workshop and prepare materials, including the PowerPoint presentation. This presentation will be designed to inform and ask questions for residents and stakeholders to respond. In addition, during the virtual workshop The Contractor will use polling tools and other electronic methods of gauging public opinion.

Deliverables:

- 2.6.2.1.1. Attendance at one virtual workshop and one in-person workshop. Contractor is happy to have a Spanish-speaking staff person attend the workshops to translate if desired by the City.
- 2.6.2.1.2. Promotional flyer and announcements (in English and Spanish)
- 2.6.2.1.3. PowerPoint presentation (PowerPoint can be translated into Spanish for posting on the City's the website if desired by the City)
- 2.6.2.1.4. Live polling exercises during the virtual workshop
- 2.6.2.1.5. Summary notes incorporated into the Housing Element

### 2.6.3. Planning Commission and City Council Hearings

The Contractor propose three public hearings. One hearing each with the Planning Commission to present the Draft Housing Element prior to submitting it to HCD, then one public hearing with the Planning Commission to recommend adoption, and one public hearing with the City Council for adoption of the Housing Element.

Deliverables:

- 2.6.3.1.1. Provide information for staff reports, draft and final PowerPoint presentations for each meeting, assuming in-person attendance at three public hearings.

## 2.7. Supportive Tasks

### 2.7.1. Fatal Flaw and Infrastructure Analysis for "Priority Areas" (used for future funding discussions)

To facilitate housing production in Priority Areas, the City may wish to consider funding optional infrastructure analysis. The scope and cost of this optional work can vary substantially, depending on whether the

infrastructure analysis is limited to a specific catalyst site, or covers a larger focus area. Additionally, the scope and cost will vary depending on whether the infrastructure analysis covers a single key infrastructure system that is identified as being constrained, or if it covers an in-depth analysis of all infrastructure systems. The following analysis can be prepared for individual Housing Priority Sites where the City would like more information than is needed for the Addendum. The intent of these tasks is to provide the City with a fatal flaw analysis to determine if conditions on the site could hinder future development potential.

- 2.7.1.1. Conduct a Phase 0 screening assessment, which includes review of databases, aerials, topographic maps, and Sanborn map. A Phase 0 could identify potential sites of concern that may need a full Phase I or to go straight to a Phase II, if the land use history identifies a former gas station, factory, dry cleaners, etc.
- 2.7.1.2. Conduct a Phase I ESA in accordance with the American Society for Testing and Materials (ASTM) Standards on Environmental Site Assessments, ASTM E 1527-13 (ASTM 1527-13) and in accordance with the USEPA Standards and Practices for All Appropriate Inquiries (40 CFR 312), published November 2005. The goal of an ASTM Phase I is to evaluate site history, existing observable conditions, current site use, and current and former uses of surrounding properties to identify the potential presence of "Recognized Environmental Conditions (RECs)" associated with the site.
- 2.7.1.3. Conduct desktop analysis including working with City departments for infrastructure, cultural resources, biological resources, and qualitative noise review

#### 2.7.2. Additional Community Engagement

The engagement process for the HAP could be expanded to include more public involvement. Contractor anticipates conducting 3 additional workshops in the 3 neighborhoods and up to 3 meetings on up to 10 priority sites. Meetings for priority sites will be grouped by neighborhood to include multiple sites with similar stakeholders, ownership, and issues at one meeting.

#### 2.7.3. Case Studies and Best Practices Research

The contractor will prepare white papers and analysis as requested by the City. It is anticipated one white paper will address the subject of the State Pro-Housing Designation and another on potential funding/financing tools. One additional white paper can be prepared as requested by the City.

### 3. **Notices**

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

**Contractor:** PlaceWorks  
Jennifer Gastelum  
101 Parkshore Drive, Suite 112  
Folsom, California 95630  
placeworks.com  
916.804.3910

**City:** City of Stockton  
Attn: City Manager  
425 N. El Dorado Street  
Stockton, CA 95202

4. **Key Personnel**

Amy Sinsheimer, AICP,

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

**NOTE: The City of Stockton Is now using the online Insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online Insurance program requesting you to forward the email to your insurance provider(s). Please see the attached flyer regarding PINS Advantage.**

**Exhibit B:**

**Insurance Requirements for Consulting Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND UMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (nonowner), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required If the Consultant provides written verification, it has no employees}
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with a limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No

representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Consultant under this agreement.

### **Limits of Insurance**

The limits of insurance required In this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named Insured.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### *Additional Insured Status*

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 1185 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **.and.** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover the City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

#### *Primary Coverage*

The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 010413. The City of Stockton does not accept endorsements limiting the Consultant's insurance coverage to the sole negligence of the Named Insured.

#### *Notice of Cancellation*

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

#### *Waiver of Subrogation*

Consultant hereby grants to the City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. The consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of

subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Consultant, its employees, agents, and subcontractors.

### *Self-Insured Retentions*

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Consultant to purchase coverage with lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the Named Insured or City of Stockton. Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

### *Claims Made Policies {note-applicable only to professional liability}*

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contract work.

### *Verification of Coverage*

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

### *Subcontractors*

Consultants shall require and verify that all subcontractors or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Consultant shall include the following language in their agreement with Subcontractors: Subcontractors hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. The consultant shall provide proof of such compliance and verification to the City upon request.

*Special Risks or Circumstance*

The city of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

*Certificate Holder Address*

Proper address for mailing certificates, endorsements, and notices shall be:

City of Stockton Attn: City Risk Services  
400 E Main Street, 3rd Floor - HR  
Stockton, CA 95202

**EXHIBIT C****GENERAL TERMS AND CONDITIONS**

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

**6. Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

**7. Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

**8. Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

**9. Contractor's Status.**

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

## **10. Subcontractor.**

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

## **11. Termination.**

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

**12. Non-Assignability.** The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

**13. Indemnity and Hold Harmless.** To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

**14. Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

**15. Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

**16. Conformance to Applicable Laws.** Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

**17. Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

**18. Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

**19. Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

**20. Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

**21. Waiver.** In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

**22. Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

**23. No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

**24. Severability.** If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**25. Non-Discrimination.** During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

**26. Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

**27. Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

**28. Cumulative Rights.** Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

**29. Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

**30. Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**31. Entire Agreement, Integration, and Modification.**

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

**32. Counterparts.** 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.

**33. Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

**EXHIBIT D****PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS**

**1. Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

**2. General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

**3. Time for Performance.**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

#### **4. Standard of Performance**

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

#### **5. Compensation**

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

## **6. Personnel**

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

## **7. Reports and Information**

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

**8. Findings Confidential**

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

**9. Copyright**

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

**10. Deliverables**

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

**EXHIBIT E**  
**COMPENSATION SCHEDULE**

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

**1. Project Price**

1.1 The maximum the Contractor shall be paid on this Agreement is **\$599,786** (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.3 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

1.4 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor.

2. **Task Price**. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.

<b>Task</b>	<b>Description</b>	<b>Task Price</b>
0	Project Kick-Off	\$23,409
1	Land Inventory	\$30,829
2	Housing Action Plan	\$196,075
3	Housing and Safety Element Update	\$126,297
4	Environmental Review	\$11,332
5	Outreach and Meetings	\$36,607
6	Additional Items	\$180,345
7	Direct Costs	\$6,224
<b>TOTAL PRICE</b>		<b>\$599,786</b>

3. **Hourly Rates**. The following is a list of hourly billable rates that the Contractor shall apply for additional services requested of the Contractor. The Contractor shall be

compensated based on the hourly rates set forth below, on a time and material basis for those services that are within the general scope of services of this Agreement, but beyond the description of services required under Exhibit A, and all services are reasonably necessary to complete the standards of performance required by this Agreement. Any changes and related fees shall be mutually agreed upon between the parties by a written amendment to this Agreement.

### **Hourly Billable Rate Schedule**

<b>Title</b>	<b>Role on Project</b>	<b>Hourly Billable Rates</b>
Jennifer Gastelum	Principal in Charge	\$225
Amy Sinsheimer	Project Manager	\$180
Charlie Knox	Senior Advisor	\$240
	Senior Associate	\$165
	Project Planner	\$125
Karla Martinez	Project Planner, Outreach	\$115
Tammy Seale	Principal, Sr. Advisor, SE	\$230
Eli Krispi	Project Manager, SE	\$175
Mark Teague	Principal, CEQA	\$230
Patrick Hindmarsh	Senior Associate, CEQA	\$210
Denise Clendening	Associate Principal	\$195
Miles Barker	Project Planner, CEQA	\$115
Rob Mazur	Senior Associate, GIS	\$180
Giselle Vandrick	Project Planner, GIS	\$180
	Graphics	\$115
	Tech Editor	\$115
	WP/Clerical	\$115

4. **Invoice to Address.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton Community Development Department  
 Attention: Matt Diaz  
 425 N. El Dorado Street  
 Stockton, CA 95202

**EXHIBIT F****TIMELINE**

1. Consultant shall complete the requested services identified in Exhibit A as follows:

1.1 **TIMELINE FOR COMPLETION OF WORK**

<b>Task</b>	<b>Proposed Timeline</b>
<b>Project Kick-off Meeting and Project Management</b>	
Project Kick-off Meeting	March 2022
<b>Land Inventory</b>	
Land Inventory Analysis	March – April 2022
Draft RHNA Land Inventory	May 2022
Stakeholder Outreach for Land Inventory	May – June 2022
Final RHNA Land Inventory	July 2022
Housing Priority Site Analysis	May – July 2022
Draft Housing Priority Sites	July 2022
Identify Potential Housing Priority Sites Partnerships	July – August 2022
Final Housing Priority Sites	August 2022
<b>Task 2: Housing Action Plan</b>	
Existing Inventory & Assessment	July – August 2022
Draft Housing Action Plan	November 2022
Final Housing Action Plan	January 2023
<b>2023-2031 Housing Element and Safety Element and Associated CEQA Review and Outreach</b>	
Existing Conditions and Needs	September 2022
Review of Previous Housing Element	October – November 2022
Stakeholder Consultations	November 2022

<b>Task</b>	<b>Proposed Timeline</b>
Community Meetings	November 2022 – January 2023
Administrative Draft Housing Element and Safety Element	February 2023
Receive City Review of Administrative Drafts	March 2023
Public Draft Housing Element and Safety Element	April 2023
Meeting with Planning Commission to review Draft Housing Element and Safety Element	April 2023
Start on General Plan EIR Addendum	April – May 2023
Submit Draft Housing Element to HCD for 60-Day Review	May 2023
Call with HCD to received comments on Draft Housing Element	June 2023
Draft Addendum to City for Review	June 2023
Receive Findings Letter from HCD	July 2023
Revise Housing Element and submit to HCD for Second 60-day Review	August 2023
Receive Findings Letter from HCD	October 2023
Final Addendum to City	October – November 2023
Planning Commission Review of Adoption Draft Housing Element and Safety Element	November 2023
City Council Review of Adoption Draft Housing Element and Safety Element	By December 15, 2023
Submit Adopted Housing Element to HCD for 90-Day Review	December 2023
HCD 90-Day Certification Review	December 2023 – March 2024

**Exhibit G**  
**CARES Act**  
**Special Funding Terms and Conditions**

The City has entered into this Agreement using funds governed by the Coronavirus Relief Fund. The funding available is governed under section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relieve Fund (the "Fund"). Under the CARES Act, the Fund is to be used for payments for specified uses to certain local governments.

The following terms and conditions are applicable for the funds governed by the CARES ACT only. These special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

Where any portion of the GTC is in conflict to or at variance with any provisions of the CARES Act Special Funding Terms and Conditions of the Agreement, then unless a different intention stated, the provision(s) of the CARES Act Special Funding Terms and Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the CARES Act Special Funding Terms and Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The CARES Act Special Funding Terms and Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC. In consideration of the mutual promises contained in this Agreement, the City and Contractor agree as follows:

1. SURVIVAL OF PROMISES. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.
2. SEPARATE ACCOUNTING. Contractor shall establish a separate account for all funds specified in this Agreement and shall use the funds to purchase necessary supplies, defray travel, and will employ the necessary personnel to perform the Work specified in this Agreement. Contractor shall also establish and maintain, if applicable, such accounting and documentation of matching expenditures of the Contractor to satisfy the requirements of the project.
3. AUDIT. The City, and any other appropriate government agencies authorized by law, or their duly authorized representatives shall, until five (5) years after final payment under this Agreement, have access to any of the Contractor's records related to this Agreement, at the Contractor's regular place of business, for the purpose of conducting audits. The period of access for records relating to a) appeals under a dispute, b) litigation or settlement of claims arising from the performance of this Agreement, or c) costs and expenses of this Agreement to which exception has been taken shall continue until such appeals, litigation, claims, or exceptions are disposed of.
4. AUTHORIZED USE OF FUNDS. The Contractor shall use or expend the funds provided by this Agreement only for the purposes for which they were appropriated. Further, the funds provided by the City shall be used by the Contractor only for the purpose and activities specified in the Agreement, including associated attachments and exhibits which are attached hereto and incorporated herein by reference as if fully set forth herein.
5. COMPLIANCE WITH COST PRINCIPLES AND RELATED REGULATIONS. The Contractor shall not be reimbursed for expenditures under this Agreement that do not comply with the CARES Act and Related Regulations that are incorporated.

6. PUBLICATIONS. The Contractor shall be free to publish results of the Work provided that the terms of the project are met and the review copies of materials intended for publication are submitted to the City's project Director at least 15 days prior to publication.
7. DELAYS. Contractor shall notify the City promptly of any expected delay in performance of services. However, Contractor shall not be liable for delays in performance beyond reasonable control.