

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, between the CITY OF STOCKTON, a municipal corporation ("City"), and BAE Urban Economics whose address is 803 Second Street, Suite A Davis, CA 95616 and telephone number is 530-750-2195 ("Consultant").

### RECITALS

A. Consultant is qualified to and experienced in facilitating collaboration, teamwork and strategic planning efforts for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant's Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in **Exhibit A.** Consultant shall provide said services at that time, place and in the manner specified in **Exhibit A** and **Exhibit D.**

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

3. **Term.** This Agreement shall commence on the date written above and shall expire on December 31, 2019; provided, however the parties may agree to change either the commencement or expiration date.

4. **Compensation.** City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in **Exhibit A** and **Exhibit C.** The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed \$ 96,100 .

a. Invoices submitted by Consultant to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant's invoice and approved by City.

b. Upon completion of work and acceptance by City, Consultant 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 Consultant 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.

5. **Sufficiency of Consultant's Work.** All reports, drawings, designs, plan review comments and work product of Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work.** All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees 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 Consultant shall replace them at its own expense. Consultant 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.

7. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

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

10. **Non-Assignability.** The Consultant 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. Consultant shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless.** To the fullest extent permitted by law, Consultant 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.

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

13. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

Consultant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

14. **Conformance to Applicable Laws.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant 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.

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

16. **Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three 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.

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

18. **Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other

representative of the City. Consultant 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 Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver.** In the event either City or Consultant 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.

20. **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.

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

22. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

**THIS AGREEMENT** executed the date and year first above written.

**CITY OF STOCKTON**

\_\_\_\_\_  
Kurt O. Wilson, City Manager

ATTEST:

\_\_\_\_\_  
Christian Clegg, Interim City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**CONSULTANT**

By:

Matt Kowta  
Signature

Matt Kowta  
Print name

Title: Managing Principal

*[If Consultant is a corporation  
signature(s) must comply with  
Corporations Code §313.]*

**EXHIBIT A**

The Consultant shall conduct the following Services for the City:

- A. The Consultant shall conduct a housing market analysis containing the following data:
  - 1. Supply, demand, cost, and condition of housing
  - 2. Housing stock available to persons with special needs
  - 3. Description of areas of minority and low-income concentrations
  - 4. Number, physical condition and rehabilitation needs of public housing units
  - 5. Housing Authority's strategy for improving management and operations of public housing and for improving the living environment of families residing in public housing.
- B. The Consultant shall develop a strategic plan detailing the following:
  - 1. Priorities for general housing, homeless and special needs populations
  - 2. Identification of any obstacles to meeting underserved needs
  - 3. Description of how available funds will be used to address priority needs
  - 4. Proposed accomplishments over a specific time period
  - 5. Non-housing community development plan
  - 6. Actions to evaluate and reduce lead-based paint hazards
  - 7. Anti-poverty strategy
  - 8. A description of the institutional structure
  - 9. A description of activities to enhance coordination between public and private housing providers; and
  - 10. Public housing resident initiatives
- C. The Consultant shall follow all HUD required steps to submit the Assessment of Fair Housing plan. (Requirements outlined in Scope of solicitation)
- D. The Consultant shall complete the public participation component as required by the Citizen Participation Plan.
  - 1. At least three public meetings to obtain citizens' views and to respond to proposals and questions.
  - 2. Publish a draft Consolidated Plan which shall be made available for a 30-day citizen review and comment period.
  - 3. Consult with other public and private agencies that provide assisted housing, health services, social services, child welfare agencies (regarding lead paint), adjacent units of local government (for non-housing community development needs), and local housing authorities

**Exhibit B:**  
**Insurance Requirements for Professional Services**

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

**MINIMUM SCOPE AND LIMIT 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 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 (non-owned), with 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 limit of no less than **\$1,000,000** per accident for bodily injury or disease. ***(Not required if consultant provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

## 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 Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds** on the CGL policy and AL 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 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used**).

### **Primary Coverage**

For any claims related to this contract, the **Consultant's insurance coverage shall be endorsed as primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. 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 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. 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.

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business

in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

### ***Claims Made Policies***

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. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

### **Verification of Coverage**

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. 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, for any reason or no reason.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

### **Certificate Holder Address**

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

- City of Stockton
- Attention: Risk Services
- 425 N El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

### **Maintenance of Insurance**

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

### ***Subcontractors***

*Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.*

***Special Risks or Circumstances***

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.

## EXHIBIT C

### FEE SCHEDULE

Proponent's Fee Schedule - PUR 18-024 - BAE Urban Economics, Inc. (Revised 12-10-18)											
Staff Member <i>Hourly Rates</i>	Kowta, Principal \$300		Nousaine, Vice President \$210		Fairris/Wallace, Associate \$140		Miki Kobayashi Analyst \$95		Reimbursable Costs	PROJECT TOTAL	
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Hours	Cost
<b>1. Con Plan Housing Market Analysis</b>	<b>15</b>	<b>\$4,500</b>	<b>30</b>	<b>\$6,300</b>	<b>80</b>	<b>\$11,200</b>	<b>56</b>	<b>\$5,320</b>	<b>\$500</b>	<b>181</b>	<b>\$27,820</b>
a. Project Initiation Meeting	3	\$900	6	\$1,260	0	\$0	0	\$0	\$0	9	\$2,160
b. Data Collection & Analysis	4	\$1,200	12	\$2,520	40	\$5,600	40	\$3,800	\$500	96	\$13,620
c. Prepare Maps & Narrative	8	\$2,400	12	\$2,520	40	\$5,600	16	\$1,520	\$0	76	\$12,040
<b>2. Con Plan Strategic Plan</b>	<b>8</b>	<b>\$2,400</b>	<b>32</b>	<b>\$6,720</b>	<b>16</b>	<b>\$2,240</b>	<b>16</b>	<b>\$1,520</b>	<b>\$0</b>	<b>72</b>	<b>\$12,880</b>
<b>3. Assessment of Fair Housing (AFH)</b>	<b>8</b>	<b>\$2,400</b>	<b>24</b>	<b>\$5,040</b>	<b>80</b>	<b>\$11,200</b>	<b>80</b>	<b>\$7,600</b>	<b>\$0</b>	<b>192</b>	<b>\$26,240</b>
a. Data Collection & Analysis	4	\$1,200	12	\$2,520	40	\$5,600	40	\$3,800	\$0	96	\$13,120
b. Prepare AI Narrative	4	\$1,200	12	\$2,520	40	\$5,600	40	\$3,800	\$0	96	\$13,120
<b>4. Public Participation Process</b>	<b>29</b>	<b>\$8,700</b>	<b>58</b>	<b>\$12,180</b>	<b>52</b>	<b>\$7,280</b>	<b>0</b>	<b>\$0</b>	<b>\$1,000</b>	<b>139</b>	<b>\$29,160</b>
a. Stakeholder Consultations	16	\$4,800	32	\$6,720	32	\$4,480	0	\$0	\$500	80	\$16,500
b. Public Meetings	9	\$2,700	18	\$3,780	4	\$560	0	\$0	\$500	31	\$7,540
c. Mandatory 30-Day Review	4	\$1,200	8	\$1,680	16	\$2,240	0	\$0	\$0	28	\$5,120
d. Optional Enhancements											TBD
<b>Sub-total without Optional Task 5b options</b>	<b>60</b>	<b>\$18,000</b>	<b>144</b>	<b>\$30,240</b>	<b>228</b>	<b>\$31,920</b>	<b>152</b>	<b>\$14,440</b>	<b>\$1,500</b>		<b>\$96,100</b>
Submitted by BAE Urban Economics, Inc. to City of Stockton for PUR 18-024, 2020-2025 Consolidated Plan and Assessment of Fair Housing											

## EXHIBIT D

### PROJECT SCHEDULE

#### I. Approach and Scope of Work

##### a. Management and Method of Operation

BAE proposes to provide Con Plan and AI services to the City of Stockton in a very collaborative manner. BAE also proposes to deliver the contracted services using a very tight and efficient consultant team, ensuring continuity throughout the process of data collection, needs assessment, and strategic planning.

Matt Kowta, BAE's Principal-in-Charge for this project, will work closely with the City's project manager to oversee the process to ensure compliance with the City's own procedures as well as with HUD's requirements and deadlines. As part of the initial project kick-off process, BAE will work with City staff to refine the project schedule, which will guide project activities, and which BAE will use as a tool in scheduling work products and meetings.

Matt Kowta will serve as the City's primary point of contact for all matters relating to this contract, enabling the City to streamline administration of the project and the consultant services. In turn, BAE will designate Aaron Nousaine, Vice President, to work directly under Matt, to manage BAE's internal data collection and production of deliverables, including required data tables and maps. Matt Fairris, Amanda Wallace, and Miki Kobayashi will provide research support to the project under Matt and Aaron's direction. Both will collaborate with the internal project team on the preparation of Consolidated Plan narratives, data tables, and maps, as well as development of the Draft Strategic Plan. Both the Principal-in-Charge and the project manager will be involved with public workshops, stakeholder consultations, and public meetings. Throughout the project, the Principal -in-Charge will remain in close communication with the City's project manager to monitor progress and adherence to the project schedule. BAE's Principal-in-Charge and the City's project manager will also coordinate closely on the development of Con Plan and AI materials to ensure that they will be smoothly transmitted to HUD at the completion of the process and that they will be accepted upon detailed review.

As was done for the 2015-2020 Con Plan and AI, BAE recommends that the City add BAE as an authorized user of the City's eCon Planning Suite account. This will allow BAE staff to more readily prepare the Con Plan and AI documents, to access available HUD datasets, and to tailor the Con Plan and AI content to the exact format and length required for entry into the two alternative online user interfaces. BAE proposes to use the Microsoft Word-based template (downloaded from the user interface) to initially develop Con Plan and AI content and to solicit input from City staff and stakeholders. BAE will then upload the Con Plan and AI materials to the respective user interfaces and will export both an administrative and public review draft for review and comment. Once the mandatory public review period is completed, BAE will revise the materials accordingly and upload the content for submittal to HUD.

## **b. Proposed Scope of Work**

BAE's proposed work plan conforms to the key elements of the scope of work requested in the City's Request for Proposals. As detailed below, BAE has adjusted the task flow order and added enhancements and optional tasks which, based on BAE's experience and expertise, would help to tailor the effort to best serve the City's needs. Public outreach and engagement activities and public meetings will be interspersed during the process to ensure meaningful opportunities for community members and stakeholders to give input to the development of the 2020-2025 Con Plan and AI, including one-on-one consultations and public meetings.

### **1. Housing Market Analysis**

#### **a. Project Initiation Meeting**

To initiate the project, BAE staff will meet with the City's project manager and other staff, as necessary, for a kick-off meeting. BAE will request a copy of any relevant background material, such as the City's existing Consolidated Plan (BAE already has this), Analysis of Impediments to Fair Housing Choice (BAE already has this), Annual Action Plans and Consolidated Annual Performance and Evaluation Reports (CAPERS) for the 2015-2020 planning period, and the City's Housing and Economic Development Elements, plus any others that staff can provide. City and BAE staff will review overall project objectives, work scope, and schedule. BAE will request contact information for other City staff who will be involved with the project. Subsequent to the meeting, BAE and City staff will finalize the project schedule and adjust it as necessary throughout the project.

#### **b. Data Collection and Analysis**

BAE will collect and compile data required for the Housing Market Assessment, as outlined in the IDIS Desk Guide and Template, including:

- Supply, demand, cost, and condition of housing;
- Housing stock available to persons with special needs;
- Description of areas of minority and low-income concentrations;
- Number, physical condition and rehabilitation needs of public housing units;
- Housing Authority's strategy for improving management and operations of public housing and for improving the living environment of families residing in public housing.

BAE will collect this information from a variety of sources. To facilitate submittal of the Consolidated Plan using HUD's eCon Planning Suite, BAE will request that City staff add BAE staff as "user" of the eCon suite on behalf of the City. This will allow BAE to create required data tables using the pre-populated templates included in eCon Planning Suite. BAE will then address remaining data requirements using additional HUD tools, such as CPD Maps (e.g., identifying areas of minority concentrations), collecting information from the Housing Authority, and conducting research into local housing market conditions, using primary data collection techniques as well as data from the Decennial Census (Census), American Communities Survey (ACS), and the HUD Comprehensive Housing Affordability Strategy (CHAS), and commercial data sources, including ListSource, ESRI, and CoStar. BAE will also use data provided in the

Annual Action Plans and CAPERS, as well as other supplemental data provided by City Staff. BAE will also incorporate information gathered through consultations with representatives of key housing stakeholder groups, such as affordable housing developers, operators, and advocates, Housing Authority Staff, and Continuum of Care representatives.

c. **Prepare Housing Market Analysis Maps and Narrative**

After collecting required data, BAE will prepare a narrative to accompany the maps and data tables, to explain the analysis and relevant findings and conclusions from the Housing Market Analysis. As part of this process, BAE will utilize the “Data Driven Planning” tool included in the eCon Planning Suite to help generate initial recommendations regarding priority housing and community development needs within the City.

## **2. Consolidated Plan Strategic Plan**

BAE will prepare the Strategic Plan portion of the Consolidated Plan to address:

- Priorities for general housing, homeless and special needs populations;
- Identification of any obstacles to meeting underserved needs;
- Description of how available funds will be used to address priority needs;
- Proposed accomplishments over a specific time period;
- Non-housing community development plan;
- Actions to evaluate and reduce lead-based paint hazards;
- Anti-poverty strategy;
- A description of the institutional structure;
- A description of activities to enhance coordination between public and private housing providers; and
- Public housing resident initiatives.

BAE will draw upon the data collection completed as part of the housing market analysis and other research, as well as the input from stakeholder consultations, and community input (described below) to prepare a Draft Strategic Plan, which will be refined through the community input process prior to presentation to, and adoption by, the City Council.

## **3. Analysis of Impediments to Fair Housing Choice (AI)**

a. **Data Collection and Analysis**

BAE will collect all data necessary from publicly available data sources, where reasonably available, in addition to required information that is provided by the City of Stockton for use in the analysis. Publicly available data sources may include the Decennial Census and the American Community Survey (ACS), published by the Census Bureau, and the Comprehensive Housing Affordability (CHAS) dataset, published by the U.S. Department of Housing and Urban Development (HUD), as well as data published by the HUD Office of Fair Housing and Equal Opportunity (FHEO), and the California Department of Fair Employment and Housing (DFEH), among a wide variety of other potential sources.

b. Prepare AI Narrative

Under this task, BAE will prepare an Analysis of Impediments to Fair Housing Choice (AI) that complies with the requirements outlined in the 2010 Fair Housing Planning Guide, to accompany the Consolidated Planning requirement to self-certify that the City is doing all that is reasonably within its power to Affirmatively Further Fair Housing Choice. BAE will conduct all data analysis necessary to prepare required documents and will participate in stakeholder consultations, public meetings, and hearings, as described below. This will include a review of the prior Analysis of Impediments, which BAE previously prepared for the 2015-2020 planning period. It will also include, as required by HUD, the identification of factors acting as, or contributing to, impediments to fair housing choice, as well as identification of key priorities, goals, and action steps, as well as metrics and milestones for implementation. Prior to submittal to the FHEO, BAE will contact FHEO staff to coordinate an informal review of the draft AI to identify possible problem areas prior to formal submittal. This will help to ensure that the document will be accepted upon formal submittal by the City of Stockton.

#### **4. Public Participation Process**

BAE will collaborate with City staff to ensure public participation in the development of the 2020-2025 Con Plan and AI. City staff will be responsible for ensuring, with BAE's assistance, that the Con Plan and AI outreach strategy is in compliance with the Citizen Participation Plan. BAE will work with City staff to develop a detailed outreach strategy at the project kick-off meeting. This will include a list of topic areas and, where appropriate, draft language for specific questions to be asked of consultation and public meeting participations, recognizing that it may not be possible to identify all questions that may be relevant to the subject matter in question in advance. BAE will then facilitate a dialogue with HUD and the FHEO to ensure that the outreach strategy meets applicable HUD requirements and to receive recommendations for enhancements.

a. Stakeholder Consultations

Per the Con Plan and AI guidance, BAE will participate in one-on-one and group stakeholder consultations to solicit input on the Con Plan and AI. Participants will include, but are not limited to, the Housing Authority of the County of San Joaquin; other local and state housing agencies and advocates; public and private housing owners and managers; community- and faith-based organizations; tenant organizations; social service providers and agencies; and philanthropic organizations; as well as realtors and home builders. BAE and City staff will collaborate to identify representatives of organizations that serve Hispanic and Southeast Asian communities, to seek their input on behalf of their constituencies. To the extent practicable, BAE will submit a preliminary list of topic areas and questions to City staff for review and approval prior to completion of the stakeholder consultations. BAE will then participate in up to 10 stakeholder consultations, including both individual and group sessions. BAE will be available to conduct additional consultations, as necessary, at an additional cost. BAE will document the results of the consultation process, including identifying those contacted for participation in the consultation process, those who ultimately participated, and summarizing the comments received regarding relevant subject matter. This will include a summary of the

effectiveness of the outreach process and the comments, views, and recommendations identified by outreach participants either orally or in writing.

b. Public Meetings

As part of the base scope of work for the Consolidated Plan and AI, BAE will collaborate with City staff to facilitate the following public meetings. BAE will prepare presentation materials summarizing the data and analysis prepared for the Con Plan and AI and will document and summarize any comments and questions received. BAE will prepare a matrix that identifies public comments and questions; documents any response provided; and denotes which comments or questions resulted in action being taken by the City or the consultant (i.e., changes to project deliverables). BAE will attend the following meetings. If additional meetings are required or requested, BAE will be available at additional cost.

- Two meetings with the Community Development Committee to solicit and receive input and to review the completed Draft Con Plan and AI documents;
- One public hearing before City Council meeting to adopt the Con Plan and AI.

The work scope for this task assumes that BAE and City staff will collaborate to prepare meeting agendas; City staff will handle public noticing and direct outreach to identified interested parties, such as community groups, advocacy groups, and current and prospective sub-grantees. BAE will prepare meeting presentations and handouts with input from City staff; and the City will provide meeting venues and any desired refreshments. City staff will be responsible for summarizing comments and questions received during the public meetings, which will be provided to BAE for incorporation into the applicable documents. The City will be responsible to arrange for any desired translation of written materials and/or live interpretation for participants with limited English proficiency.

c. Mandatory 30-Day Public Review

BAE also recognizes the need to comply with the mandatory 30-day public comment period for both the Con Plan and AI. BAE will provide City staff with a public review draft of each document. City staff will be responsible for making the documents available for public review and for collecting all associated public input. BAE will provide City staff with a template to track public comments. BAE will then respond to public comments, as appropriate.

## II. Project Schedule

The City has provided a preliminary schedule as part of its Request for Proposals. BAE proposes to conform to the City's requested schedule, to ensure delivery of the Consolidated Plan by HUD's May 2019 deadline, but recognizes that this schedule is almost prohibitively short and will create scheduling challenges, particularly for public meetings. As part of the project kick-off, BAE will work with City staff to refine a final project schedule, including discussion regarding options for requesting an extension of the deadline from HUD.

December 2018	Project Kick-Off Meeting with City staff
December 2018–February 2019	Collection of data, preparation of housing market analysis, strategic plan, etc.
January 2019	Commence stakeholder consultations
February 2019	CDC Workshop to Discuss Consolidated Plan and Fair Housing Issues
March 2019	Prepare Draft Consolidated Plan and AI
March 2019	Meeting with CDC to discuss draft findings for Consolidated Plan and AI
March 2019	City staff prepare Draft Annual Action Plan
April 1, 2019	Public Review Draft of Consolidated Plan Available for 30-day Public Review
April 30, 2019	Review period for Public Review Draft ends
April 30-May 10, 2019	Revise and Complete Final Consolidated Plan in response to public comments (Staff revise and finalize Annual Action Plan)
May 10, 2019	City Council hearing on Consolidated Plan and AI
May 15, 2019	Consolidated Plan due to HUD/Submitted electronically via HUD's eCon Planning Suite
As needed	Respond to any comments from HUD and FHEO on submittals as needed