RESOLUTION NO. 04-0642

STOCKTON CITY COUNCIL

RESOLUTION APPROVING FINDINGS, DECLARING AN EXCEPTION TO THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT, IN THE AMOUNT OF $49,060, WITH COTTON/BRIDGES/ASSOCIATES FOR THE DEVELOPMENT OF THE FIVE-YEAR CONSOLIDATED PLAN FOR SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires entitlement jurisdictions to prepare and submit a Consolidated Plan every five years; and

WHEREAS, the Consolidated Plan sets program goals, specific objectives, annual goals and benchmarks for measuring progress, and creates the opportunity for strategic planning and citizen participation; and

WHEREAS, Cotton/Bridges/Associates (FIRM) has specialized knowledge in preparing such documents; and

WHEREAS, FIRM is currently under contract with San Joaquin County and the City of Stockton to prepare an Analysis of Impediments to Fair Housing (AI); and

WHEREAS, the research and outreach required for the AI report can also be used in the completion of the Consolidated Plan, thereby saving the City both staff time and funding if the same vendor is used; and

WHEREAS, Stockton Municipal Code ("SMC") section 3-105 provides for an exception to the competitive bidding requirements in cases where the City Council has approved findings which support and justify exceptions to the competitive bidding process for a sole source provider; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Pursuant to the requirements of SMC section 3-105, the City Council hereby approves the following findings which support Cotton/Bridges/Associates, a Division of P&D Consultants (the "Consultant"), as the sole source provider:

   a) The development of a five-year Consolidated Plan requires specialized knowledge of HUD's requirements, effective methods of obtaining citizen participation, and service organization
participation, all of which Consultant has performed numerous times; and

b) Consultant has previously contracted with the City for completion of the AI; and

c) Consultant has performed more than 50% of the required research and analysis for the Consolidated Plan through the completion of the City’s AI; and

d) The sharing of information is supported through Consultant’s previous work for San Joaquin County as well as the work performed for the City’s AI; and

e) This vendor would provide continuity in report data.

2. That the City Council hereby approves the Contract with Cotton/Bridges/Associates in the amount of $49,060.

3. That the City Manager is hereby authorized and directed to execute the contract on behalf of the City of Stockton.

4. That the City Manager is hereby authorized to take actions necessary to carry out the purpose and intent of this resolution.

PASSED, APPROVED and ADOPTED SEP 14 2004

GARY A. PODESTO, Mayor of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
CITY OF STOCKTON

CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of _________________, by and between the CITY OF STOCKTON, a municipal corporation (hereinafter “CITY”), and COTTON/BRIDGES/ASSOCIATES, a Division of P&D Consultants (hereinafter “CONSULTANT”).

I

SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in Exhibit A, entitled Scope of Services, attached hereto and by reference made a part hereof. CONSULTANT shall not be compensated for services outside the scope of services as set forth in Exhibit A unless, prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside of the scope of services to be performed; (b) CONSULTANT estimates the additional compensation required for the additional services, and (c) CITY, after notice, approves the additional services and amount of compensation therefor.

II

COMPENSATION AND REIMBURSEMENT OF COSTS

CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner as set forth in Exhibit A, attached hereto and by reference made a part hereof, in a total amount of $49,060, including reimbursable travel and incidental expenses. Payments specified in Exhibit A shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement unless, pursuant to Section I above, CITY approves additional compensation for additional services.

CONSULTANT will submit monthly invoices to CITY for work completed and reasonable expenses incurred to the date of the invoice. All invoices will be itemized to reflect the categories of employees performing the requested tasks, the billing rate for each employee and the hours worked.
All invoices sent by CONSULTANT to CITY shall be paid within thirty (30) days of receipt.

III
TERMS AND CONDITIONS OF AGREEMENT

1. Time for Commencement and Completion of Work: CONSULTANT shall commence work on or after the date first written above, as directed by CITY, and shall prosecute the work to completion, unless the agreement is terminated as provided for herein or modified by CITY and agreed to by CONSULTANT.

2. Facilities and Property: CITY will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services and will provide labor and safety equipment as required by CONSULTANT for such access.

3. Licenses, Permits and Compliance with Law: Prior to performing any work for CITY, CONSULTANT, if not already in possession of a valid City of Stockton business license, shall obtain at its own expense and maintain for the duration of this Agreement a City of Stockton Business License. In addition, CONSULTANT represents and warrants that prior to commencing any work under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and perform the contract services and shall comply with any and all applicable local, state and federal laws in performing the contract services.

4. Relationship of Parties, No Third-Party Beneficiaries: CONSULTANT is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement.

5. Subcontracts: CONSULTANT may use the services of independent contractors to perform a portion of its obligations under this Agreement with prior approval by CITY. Independent contractors and subcontractors shall be provided with a copy of this Agreement and shall agree to be bound by its terms. CONSULTANT shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from its contractors and subcontractors as CONSULTANT shall determine to be necessary.

6. No Discrimination: In performing the services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees and the
engagement of any subcontractors on the basis of race, color, national origin, ancestry, sex or any other criteria prohibited by law.

7. **Insurance Requirements:** CONSULTANT shall comply with the insurance requirements set forth in Exhibit B, which is attached to this Agreement and incorporated by reference. In addition, CONSULTANT, in accordance with the provisions of Section 3700 of the California Labor Code, secure at its own expense and maintain during the life of this Agreement, Workers' Compensation coverage for its employees as necessary to protect CONSULTANT and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and shall relieve CITY of all responsibility for such claims and or liability. CONSULTANT shall, prior to undertaking the work contemplated herein, supply CITY with a certificate of insurance evidencing that said coverages are in full effect.

8. **Indemnity and Hold Harmless:** CONSULTANT shall indemnify, defend and hold harmless CITY, its officers, and employees, and each and every one of them, from and against all claims, damages, losses and expenses including, but not limited to, attorney fees arising out of the performance of the contract services in proportion to those which are caused in whole or in part by any willful misconduct or negligent act or omission of CONSULTANT, its employees, agents, subcontractors, assigns, or anyone else for whose acts CONSULTANT may be liable.

9. **Standard of Performance:** CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same location. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of CONSULTANT and its agents, employees and subcontractors assigned to perform the services contemplated by this Agreement.

10. **Ownership and Use of Documents and Electronic Media Deliverables:** Upon payment in full to CONSULTANT for reports, documents, or other data provided or prepared by CONSULTANT in accordance with this Agreement, such materials shall become the property of CITY, and may be used by CITY at its own risk. This provision shall not be interpreted to prohibit CITY from acquiring custody of such reports, documents, or other data for the purpose of review.

11. **Resolutions of Disputes, Forum, Attorneys' Fees:** The laws of the State of California shall govern the interpretation of and the resolution of disputes under this
Agreement. Any dispute arising from this Agreement shall be adjudicated in the courts of San Joaquin County in the State of California. If any claim, at law or otherwise is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys’ fees.

12. **Termination**: This Agreement shall continue until terminated as provided for herein. CITY may terminate this Agreement at any time by providing written notice to CONSULTANT. CONSULTANT may terminate this Agreement by providing thirty (30) days' written notice to CITY. In the event CITY shall give such notice of termination, CONSULTANT shall immediately cease rendering services pursuant to this Agreement.

In the event CITY shall terminate this Agreement: (a) CITY shall have full ownership and control of all writings which have been delivered by CONSULTANT pursuant to this Agreement and all drafts of reports and writings which form the basis for any writing or report which would have been otherwise delivered to CITY pursuant to this Agreement; (b) but only after CITY pays CONSULTANT the reasonable value of services rendered by CONSULTANT pursuant to this Agreement based on the percentage of work completed according to the Scope of Services contained in Exhibit A; (c) CITY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of the CITY representative is necessary to determine the reasonable value of the services rendered by CONSULTANT.

13. **Representatives of the Parties**: The CITY representative for this Agreement is the Steve Pinkerton, Housing and Redevelopment Director, telephone number (209) 937-8810. All CONSULTANT questions pertaining to this Agreement will be referred to the above-named person, or the representative’s designee.

The CONSULTANT representative for this Agreement is Jeff Goldman, AICP, telephone number (916) 649-0196, extension 206. All CITY questions pertaining to this Agreement will be referred to the above-named person.

14. **Notices**: All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representative referred to in Paragraph 13 above), and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:
To CITY: City of Stockton
     Attn: Steve Pinkerton, Housing & Redevelopment Director
     22 E. Weber Avenue, Room 350
     Stockton, California 95202

To: Cotton/Bridges/Associates
     Attn: Jeff Goldman, AICP
     3840 Rosin Court, Suite 130
     Sacramento, California 95834

15. **Entire Agreement:** This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement.

16. **Severability:** If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17. **Headings, Assignment and Waiver:** The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver of any party or any provision or a breach of this Agreement must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

18. **Auditing.** CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

     CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspection and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.
19. **Integration and Modification.** This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

20. **Authority:** The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF STOCKTON,
a municipal corporation

ATTEST

KATHERINE GONG MEISSNER
CITY CLERK

By ______________________
Mark Lewis, City Manager
“CITY"

By ______________________
COTTON/BRIDGES/ASSOCIATES,
a Division of P&D Consultants

By ______________________
Its ______________________

Printed Name ______________________
“CONSULTANT”

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
CITY ATTORNEY

By ______________________
DOUGLAS H. CALKINS
DEPUTY CITY ATTORNEY
PROPOSAL TO PREPARE
STOCKTON 2005 – 2009
CONSOLIDATED PLAN

THE CITY OF STOCKTON

Presented to:
City of Stockton
Department of Housing and Redevelopment
Neighborhood Services Division
22 East Weber Avenue, Room 350
Stockton, CA 95202

Contact: Yvonne Quiring
(209) 937-8996

Presented by:

Cotton/Bridges/Associates
A Division of P&D Consultants
3840 Rosin Court, Suite 130
Sacramento, California 95834

Contact: Jeff Goldman, AICP
(916) 649-0196, extension 206

June 18, 2004

EXHIBIT A
June 18, 2004

Ms. Yvonne Quiring
Department of Housing and Redevelopment
Neighborhood Services Division
CITY OF STOCKTON
22 East Weber Avenue, Room 350
Stockton, CA 95202

RE: CITY OF STOCKTON CONSOLIDATED PLAN

Dear Ms. Quiring:

Cotton/Bridges/Associates (CBA), a division of P&D Consultants, Inc., is pleased to submit this proposal to assist the City of Stockton with the preparation of a 2005 – 2009 Consolidated Plan. Our housing staff has prepared consolidated plans, action plans, and CAPERs, for more than 40 jurisdictions throughout California. Over the past ten years, we have prepared consolidated plans for urban county programs, large cities, and smaller entitlement cities. Examples of recent work include the City and County of Sacramento, City and County of San Diego, County of Los Angeles, and the cities of Chula Vista, El Cajon, Irvine, Long Beach, Orange, and Santa Monica. Specifically, the El Cajon Consolidated Plan was honored with APA and HUD awards.

The Principal-in-Charge of the Stockton assignment will be Veronica Tam, our Director of Housing Services. She will provide overall project direction, review, and assurance that the documents comply with HUD requirements. Jeff Goldman will manage the day-to-day staff work from CBA’s Sacramento office and provide a local contact and representation. He will also attend the public meetings, stakeholder interviews, and public hearings proposed in our work plan.

CBA has the staff resources and experience to efficiently navigate this short schedule and complete the Plan/Al to meet this schedule. We look forward to working with the City. Should you have any questions, please contact me at (916) 649-0196, extension 206, or by e-mail at jeff.goldman@cbaplanning.com.

Sincerely,

COTTON/BRIDGES/ASSOCIATES
A Division of P&D Consultants, Inc.

Jeffrey M. Goldman, AICP
Principal

(048999752.0436)
Stockton 2005 – 2009 Consolidated Plan
Work Plan

1. Housing, Homeless, and Community Development Needs

CBA will draw heavily from the following documents and sources to provide background data for the Needs Assessment:

- 2004 Stockton Housing Element
- Draft General Plan background reports
- Stockton Economic Development Department
- Stockton Housing Authority
- Public Works Department and Capital Improvements Program
- Municipal Utilities Department
- Parks and Recreation Department
- San Joaquin County and California departments of Health
- City Commissions responsible for housing, community development, and special needs
- 2000 U.S. Census
- HUD CHAS Data
- California Department of Finance (Demographic Research Unit)
- California Employment Development Department
- Local housing, business, and real estate market sources
- Local service providers

Original research to support the Consolidated Plan update will focus on contacts with organizations that serve special needs groups (such as seniors, homeless, persons with HIV/AIDS, and others identified under HUD guidelines) and organizations that can document barriers to affordable housing.

Housing Market and Socioeconomic Conditions

The Consolidated Plan should provide background information and analysis to support the planning process and assignment of priorities. Information concerning housing needs, the homeless population, market conditions, barriers to housing, resources, and housing opportunities will be included. Important components in this section of the Consolidated Plan include:

**Household Needs:** This section will provide an assessment of housing needs for the City. Information will be presented on housing availability, affordability, adequacy, and accessibility. CBA will describe, by tenure and other pertinent household characteristics, the supportive service and housing assistance needs of extremely low-, low-, and moderate-income households and of special needs groups such as elderly persons, large families, overcrowded households, households overpaying for housing, and persons with disabilities.

**Persons with HIV/AIDS:** CBA will contact various San Joaquin County departments and private organizations responsible for social services and health services, and review statistics from the
California Department of Health to incorporate relevant findings in the Consolidated Plan about the number of characteristics of persons with HIV/AIDS.

Homeless Needs: This section will present the nature and extent of homelessness and an estimate of the special needs of sheltered and unsheltered families and persons who are homeless or threatened with homelessness. This section will also include an inventory of facilities and services that meet the emergency shelter and transitional housing needs of homeless persons. CBA will consult the City, County, and private service providers to obtain information on the homeless populations and their needs, and use information from a County’s homeless study to be conducted by CBA during the summer and fall of 2004 (which should conclude in time for use in the City’s Consolidated Plan).

Section 8 Housing Choice Vouchers: CBA will rely on information from the San Joaquin County Housing Authority to update that portion of the Consolidated Plan relating to the use of Section 8 rental assistance in the City.

Lead-Based Paint (LBP) Hazards: This section will estimate the number of housing units occupied by lower-income and poverty-level households that may contain lead-based paint hazards. A number of sources will be evaluated to identify areas with concentrated LBP hazards. Census and CHAS data will be used to evaluate the proportions of pre-1978 housing units and of lower and moderate-income households. The San Joaquin County Department of Health will be contacted to obtain lead-poisoning records, and the City's Neighborhood Services Division will be consulted on the prevalence of lead-based paint in housing units rehabilitated with City assistance.

Housing Market Analysis. CBA will prepare a housing market analysis according to HUD program requirements (Title 24, Section 91.210 of the Code of Federal Regulations). These requirements are outlined as follows:

- General characteristics of each jurisdiction's housing market, including the supply, demand, and condition and cost of housing and the housing stock available to serve persons with disabilities and to serve persons with HIV/AIDS and their families.
- Areas within the jurisdiction with concentrations of racial/ethnic minorities and/or low-income families, including the criteria used to determine such areas.
- A description of public and assisted housing, including:
  - the number of housing units in each jurisdiction;
  - the physical condition of such units and revitalization needs;
  - the needs of persons with disabilities;
  - Strategies for improving public housing management/operations (based on the Housing Authority's management plan);
  - Strategies for improving the living environment of low- and moderate-income families residing in public housing; and public housing developments participating in an approved HUD Comprehensive Grant program (based on the Housing Authority's plan); and
  - A description of the number and targeting (income level and type of family served) of units currently assisted by local, state, or federally funded programs, and an assessment of whether any such units are expected to be lost from the assisted housing inventory for any reason.
- An inventory of facilities and services that meet the emergency shelter, transitional housing, permanent supportive housing, and permanent housing needs.
A description of facilities and services that assist persons who are not homeless but who require supportive housing.

**Barriers to Affordable Housing:** The City’s 2004 Housing Element will be reviewed, and staff will be consulted to identify private market conditions and public policies and practices that constitute barriers to affordable housing development.

**Fair Housing Impediments:** This section will summarize findings from the City’s Housing Element, the update Analysis of Impediments to Fair Housing Choice (to be provided by CBA), and other relevant policy documents to identify potential housing impediments.

**Community Development Needs**

This section of the Plan will describe the eligible community development needs for community facilities and services, infrastructure improvements, accessibility improvements, economic development activities, and other community development needs.

**Community Facilities and Services:** CBA will interview key service providers to determine unmet social service and public facility needs.

**Infrastructure Improvements:** Infrastructure improvement needs will be assessed based on consultation with the Public Works Department and the City’s capital improvement program.

**Accessibility Needs:** The need to improve public and community facilities to meet the requirements of the American with Disabilities Act (ADA) will be discussed based on an assessment of the ADA Transition Plan. Public Works staff will be interviewed to determine priority for improvements, if any.

**Economic Development:** CBA will coordinate with the Economic Development Division staff to identify current trends and needs.

**Mapping of Data**

HUD encourages, but does not require, the mapping of data that may facilitate the analysis and evaluation of community trends, discriminatory practices, and needs. CBA will provide mapping services as requested by the City using its GIS capabilities and HUD’s Community 2020 software. CBA will use mapping techniques to evaluate geographic relationships among the demographic, income, employment/transportation, and housing variables described above to identify potential impediments to fair housing choice. Where potential impediments are identified through the mapping process, we will conduct further mapping/analysis to determine whether such characteristics are a result of fair housing impediments or other factors of choice.

The following presents some of the types of maps to be provided in this section of the AI, although the actual maps may vary depending on the results of our initial analysis:

- Location of housing for persons with disabilities (i.e. group homes, independent living complexes, etc.);
- Locations of public and assisted housing;
- Concentrations of vouchers by census tract if data is available; and
- Main transit routes in relation to lower income and special needs populations, employment centers, and assisted housing projects.
2. Consultation with Public and Private Agencies

To develop the Housing and Community Development Needs Assessment, CBA will interview key service providers to obtain information on needs, trends, and gaps in services. As part of the interview process, CBA will also contact organizations recommended by HUD for input into the Consolidated Plan, including fair housing organizations, other local governments, advocacy groups for special needs households, affordable housing providers, banks and other financial institutions, and educational institutions. (See task three below for further information on organization/agency interviews.)

3. Community Participation

The success of developing a vision-oriented Consolidated Plan for the City will largely rely upon achievement of consensus among residents and other stakeholders in the planning process and the priorities to be assigned to various community needs. CBA will work in close collaboration with the City of Stockton to lead the public participation process. Our approach will follow the requirements of the City's adopted Citizen Participation Plan in providing opportunities for the public to participate and shape the City's strategies for the use of federal funds and comment on the draft Consolidated Plan. We propose the following steps to meet minimum HUD requirements. To ensure compliance with HUD requirements for adoption of the Consolidated Plan, CBA will provide the City with a technical memorandum describing each of the citizen participation events, products, and milestones associated with the community outreach program.

**Community Organization Outreach.** CBA will conduct interviews with representatives of neighborhood and community organizations, public and private agencies that provide services to lower-income and special needs individuals, and other stakeholder groups interested in the Consolidated Plan to obtain early input on local conditions and needs. Among the objectives of this outreach will be to establish trust and buy-in to the Consolidated Plan process, identify community needs, and solicit suggestions on potential strategies for the Consolidated Plan. The organizational outreach will include two components: Each interview will be scheduled to last 15 to 20 minutes over a four-day period. The City anticipates that there will be a maximum of 50 such interviews, although the time to be set aside would allow for interviews with 80 or more stakeholders over four days, if necessary. The interviews will involve many of the same agencies and service providers contacted under Task 2, but will also include community organizations.

CBA will identify organizations to contact for interviews starting with the City’s contact list. Many of the organizations likely to be on the City’s contact list will have been contacted during the preparation of the Analysis of Impediments to Fair Housing Choice and the Homeless Needs/Services Study that Cotton/Bridges/Associates will conduct this summer and fall under contract with San Joaquin County.

**Community Meeting and Information.** CBA will conduct a community meeting prior to the preparation of a draft Consolidated Plan. The meeting will have an interactive structure to allow residents to provide input on their needs and concerns. CBA will present the purpose and contents of the Consolidated Plan, summarize the housing and community development strategy contained in the current Consolidated Plan, discuss the City's past use of federal and other funds under the Plan, and summarize the City's various housing and community development policies and how these can be incorporated into the Consolidated Plan.
CBA will also contact community organizations serving language/cultural minorities to enlist the assistance of these organizations in keeping their members informed, providing language translation assistance (if needed), and polling their members. CBA's proposal does not include language translation services, although we can provide such services for an additional fee if requested by the City.

**Public Hearings.** CBA will conduct one public hearing on a draft Consolidated Plan before the City Council prior to submittal of the Consolidated Plan to HUD. CBA will provide a presentation summarizing the contents of the draft Consolidated Plan at these hearings. CBA will summarize public comments and how the Consolidated Plan addresses these comments.

Following submittal of the draft Consolidated Plan to HUD and receipt of HUD's comments, CBA will conduct one public hearing before the City Council on the final Consolidated Plan. CBA will prepare a presentation summarizing HUD's comments and proposed revisions to the draft Plan, if any, based on those comments.

4. Five-Year Housing and Community Development Strategic Plan

The Five-Year Strategic Plan is the fundamental component of the Consolidated Plan, linking the identified community needs and resources in a coordinated housing and community development strategy. The Community Participation efforts, interviews with staff and service agencies, and other research described previously will provide input into developing the priorities in the following areas:

- Homeless and Special Needs
- Affordable Housing
- Public Facilities
- Infrastructure Improvements
- Public Services
- Economic Development
- Planning

In consultation with staff, CBA will use the sources of input collected to develop priorities for the Strategic Plan. CBA anticipates that the Strategy will be largely on existing planning policy documents adopted by the City, including the 2000 Consolidated Plan, the 2004 Housing Element, and the other economic and community development strategies and programs adopted by the City.

5. Preparation and Presentation of Consolidated Plan

CBA will present a draft and final Consolidated Plan at public hearings before the City Council. The following products are included in our scope of work for the City of Stockton Consolidated Plan. Electronic versions will include MS Word format and PDF format. Each version of the Consolidated Plan will include an executive summary.

- Public meeting packet (electronic versions, reproducible versions, and 50 copies)
- Interview and meeting notes and summaries of public comments (electronic versions and reproducible version)
Proposal
Stockton 2005 – 2009 Consolidated Plan

- Interim documents (draft Consolidated Plan sections and technical memos) (electronic versions and reproducible version).
- Internal Draft Consolidated Plan (electronic version and reproducible version).
- Final Consolidated Plan (electronic version and reproducible version).

Should HUD recommend revisions to the final Consolidated Plan following its 45-day review, CBA will make those revisions within 14 days of receipt of HUD’s comments and delivery a revised final Plan for City adoption in July 2005.

6. Executive Summary

The Executive Summary will rely heavily on graphics, tables, charts, and pictures to convey important information and key points. CBA will provide a user-friendly, easy-to-understand document that avoids technical jargon and uses plain language.

CBA will prepare a reader-friendly executive summary that contains the following information:

- Key points and findings on housing market and community conditions;
- Key points and findings housing and community development needs;
- Housing and Community Development policies and strategies to address identified needs.

Schedule (According to Tasks 1 – 6)

HUD Consolidated Plan regulations require that the Plans be submitted to HUD for review no later than 45 days prior to the beginning of a new program year. With a new program year beginning on July 1, 2005, the City must submit the Consolidated Plan for HUD review by May 15, 2005. To meet this timeframe, CBA has developed the following schedule for the Consolidated Plan. This timeframe is based on anticipated startup with the beginning of the City’s fiscal year. CBA is available to begin work earlier if so desired by the City. To allow sufficient time for public comments and public hearings on a draft Consolidated Plan prior to submittal to HUD, CBA proposes that the public review period for the draft Plan begin with the Housing and Human Services Commission public hearing and that subsequent milestones be moved up so that CBA has at least one week to prepare a final Consolidated Plan for submittal to HUD following the City Council public hearing. The timeframe suggested below will also provide City staff with sufficient time to compile requested city information needed to complete the Consolidated Plan and review revisions to the draft Plan prior to submittal to HUD.

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<th>Timeframe</th>
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<td>Contract Start Date</td>
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<td>Community Meeting</td>
<td>late September 2004</td>
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<td>Public Agency Consultation</td>
<td>August/September 2004</td>
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<td>Interviews with Community Organizations</td>
<td>September/October 2004</td>
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<td>Internal Draft Consolidated Plan</td>
<td>February 15, 2005</td>
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<tr>
<td>City Comments, Public Review Draft Consolidated Plan</td>
<td>March 1, 2005</td>
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<tr>
<td>Begin Public Review Period</td>
<td>March 4, 2005</td>
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<td>City Council Public Hearing on draft Plan</td>
<td>Last meeting in March, 2005</td>
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Final Plan for HUD Submittal  
Receive HUD Comments  
Adopt Final Plan (with revisions per HUD comments)  
2005

May 1, 2005  
June 15, 2005  
last Council meeting in June,

PROPOSED CONSOLIDATED PLAN OUTLINE

The following outline provides for a readable and logical document organization and meets HUD requirements for a consolidated plan. CBA has used this, and similar outline successfully in many consolidated plans.

Proposed Cost

CBA will complete the scope of work described above for the fixed fee of $49,060. This fee includes a printing allowance of $2,500 for printing/reproduction of documents listed in section A.6 of this proposal. Should actual printing/reproduction exceeds this budget, CBA will charge for the additional cost of printing/reproduction, plus 15 percent for handling. Additional services provided will be charged based on hourly rates in effect at the time such services are provided.

<table>
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<th>Staff Person</th>
<th>Project Management</th>
<th>Planners</th>
<th>Mapping/ Graphics</th>
<th>Admin/ WP</th>
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<td>$150</td>
<td>$70</td>
<td>$65</td>
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<td>1. Needs Assessment</td>
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<td>2. Consultation with Public Agencies</td>
<td>2 12 16 4</td>
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<td>3. Community Participation</td>
<td>2 48 16 4</td>
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<td>4. Strategic Plan</td>
<td>8 32 32 4 8</td>
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<td>5. Consolidated Plan Preparation</td>
<td>2 28 24 6 12</td>
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<td>6. Executive Summary</td>
<td>2 6 2 2</td>
<td>$960</td>
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<td>Project Management &amp; Mgmt Meetings</td>
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<td>Expenses</td>
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<td>Total Hours</td>
<td>22 154 234 38 36</td>
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<tr>
<td>Total Cost</td>
<td>$3,630 $23,100 $16,380 $2,470 $1,980</td>
<td>$49,060</td>
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</table>
INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against all 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 Limits of Insurance

CONSULTANT shall maintain insurance limits not less than:

1. General liability: $1,000,000 per occurrence for bodily injury, personal injury, and property damage.

   If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation. As required by State law.

4. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by CITY.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, and employees are covered as additional insured on general liability and automobile liability policies as respects: liability out of activities performed by or on behalf of CONSULTANT; premises owned, occupied or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, or employees as an additional insured.

2. For any claims related to this project, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, officials, and employees. Any insurance or self-insurance maintained by CITY, its officers, officials, or
employees shall be excess of CONSULTANT's insurance and shall not contribute with it.

3. Any failure to comply with the requirements for reporting of a claim by CONSULTANT or the failure to pay premium shall not affect the additional insured coverage provided to the CITY, its officers, officials, or employees subject to the thirty (30) day requirement below. The CITY agrees to notify CONSULTANT of any claims within 25 days of when it becomes aware of such claim.

4. CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY.

Subcontractors

Before permitting any subcontractors to perform work under this contract, CONSULTANT shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by CONSULTANT as may be applied to each subcontractor's work.

Acceptability of Insurers

Insurance is to be placed with insurers that are admitted insurance carriers in the State of California, or must otherwise be approved by CITY.

Verification of Coverage

CONSULTANT shall furnish CITY with original endorsements of effective coverage for policies on which CITY is included as an additional insured as required by this exhibit, and shall furnish original certificates of insurance for all other required policies. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by CITY before work commences.

Upon request, CONSULTANT shall furnish CITY a certified copy of any or all policies of insurance covering the work required under this Agreement. CONSULTANT shall have the right to redact information that, because of the global nature of its insurance policy, is confidential or not relevant to the work required under this Agreement.