

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Planning and Community Development AF

BOARD AGENDA # *D-1

Urgent

Routine

AGENDA DATE August 12, 2014

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Award a Contract for the Preparation of a Regional Consolidated Plan, Annual Action Plan, and Analysis of Impediments for Stanislaus County and the City of Turlock and an Update to the Housing Element of the Stanislaus County General Plan to Pacific Municipal Consulting (PMC)

STAFF RECOMMENDATIONS:

1. Authorize the Director of Planning and Community Development to negotiate and execute a Memorandum of Understanding (MOU) with the City of Turlock, pending Turlock City Council approval, for joint preparation of a Regional Consolidated Plan, Annual Action Plan, and Analysis of Impediments.
2. Authorize the Director of Planning and Community Development to negotiate and execute the contract with PMC for a cost not to exceed \$124,025 and to sign any necessary documents relating to the contract for preparation of a Regional Consolidated Plan, Annual Action Plan, Analysis of Impediments, and an update to the Housing Element of Stanislaus County.

FISCAL IMPACT:

The total cost of the proposed contract is \$124,025; \$78,515 for preparation of the Regional Consolidated Plan, Annual Action Plan, and Analysis of Impediments and \$45,510 for the Stanislaus County Housing Element.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-421

On motion of Supervisor Withrow, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:


ELIZABETH A. KING, Assistant Clerk

ATTEST:

File No.

FISCAL IMPACT (Continued):

The cost of preparing a Regional Consolidated Plan, Annual Action Plan, and Analysis of Impediments will be shared by Stanislaus County (\$41,433) and the City of Turlock (\$37,082). The County's share will be fully funded with Fiscal Year 2014-2015 Community Development Block Grant (CDBG) funds allocated to Stanislaus County, which includes \$313,988 for administrative costs. The City of Turlock's share will be paid to the County as specified in the draft MOU.

The cost of preparing an update to the Stanislaus County Housing Element will be \$45,510 and will be funded by the General Plan Maintenance Fee Fund, which has a current unencumbered balance of \$893,811.

DISCUSSION:

Consolidated Plan, Annual Action Plan, and Analysis of Impediments

The adoption and update of the Consolidated Plan (Con Plan), Annual Action Plan (AAP), and Analysis of Impediments to Fair Housing (AI) are a requirement of the U.S. Department of Housing and Urban Development (HUD) for jurisdictions that receive and administer certain HUD block grants on an entitlement basis. The Consolidated Plan is a five year strategic plan that details the goals for HUD Community Planning and Development (CPD) entitlement programs. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from programs such as CPD formula block grant programs: the Community Development Block Grant (CDBG), the HOME Investment Partnership (HOME), and the Emergency Solutions Grant (ESG) program. These programs are targeted to serve low- and moderate-income persons and the neighborhoods where they live in addition to the activities which aid in the prevention or elimination of slums and blight.

The Annual Action Plan (AAP) is a component of the Consolidated Plan (Con Plan) in which the jurisdiction identifies the activities it will undertake during the upcoming fiscal year with CPD formula grant funds to address the goals and priorities identified in the Con Plan. Further, the AAP serves as an annual funding "application" for CDBG, ESG, and HOME funds.

The AI is also a mandatory comprehensive housing analysis of the jurisdiction's fair housing activities. As part of the Con Plan, HUD funded recipients are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act.

Stanislaus County is the “lead entity” of the Stanislaus Urban County. As an entitlement Jurisdiction, Stanislaus County is required to sign a certification to affirmatively further fair housing and in doing so, Stanislaus County is required to undertake fair housing planning which consists of the following: (1) Conduct an Analysis of Impediments (AI) to fair housing choice; (2) Identify actions to cover the effects of the identified impediments; and (3) Maintain records to support the affirmatively furthering fair housing certification.

The CDBG and HOME funding reductions in the past recent years have called for the need to explore cost-sharing opportunities to address the challenges that have surfaced as a result of such funding reductions. Therefore, because the Stanislaus Urban County and the City of Turlock are partners in the City of Turlock/Stanislaus County HOME Consortium and both entities are due for a Consolidated Plan update in 2015, the Stanislaus Urban County and City of Turlock approached HUD about conducting a regional approach to the preparation of the Consolidated Plan. HUD has expressed its support and has encouraged both Stanislaus County and City of Turlock to proceed with a regional approach.

Subsequently, the City of Turlock was able to obtain a HUD Technical Assistance (TA) grant that allowed the City to work with a HUD appointed TA provider on several aspects related to HUD grants administration, including developing a regional Con Plan approach. Stanislaus County, as a lead partner with the City of Turlock in the HOME Consortium, was asked to take part in the technical assistance process. During the planning process for the development of a regional Con Plan approach, Stanislaus County agreed to take the lead in the development of a Request for Proposals (RFP). With the TA providers and City of Turlock’s assistance, the County developed a RFP and on May 28, 2014, Stanislaus County and the City of Turlock released a joint RFP to seek consultant services for the preparation of a five-year Consolidated Plan (for fiscal years 2015-2019), Annual Action Plan Fiscal Year 2015-2016, and an Analysis of Impediments to Fair Housing (effective for five years).

The objective behind issuing a joint RFP for the above named services is that since Stanislaus County and the City of Turlock rely on the same county-wide data to analyze, develop, and implement its Consolidated Plans, both jurisdictions could realize some cost savings by having a qualified consultant assist in developing the Con Plan, AAP, and AI for the County and City.

Traditionally, Stanislaus County has prepared the Con Plan and Annual Action Plans with in-house staff, while having a third party entity conduct Analysis of Impediments; however, due to the number of plans that need to be prepared and current staffing constraints, a joint regional approach provides for a more efficient and effective delivery of a quality product that is in compliance with HUD regulations.

The May 28, 2014 RFP was the second release of the RFP. The first release resulted in no proposals being submitted. The second RFP was released with added time provided for submittal. A total of ten firms participated in a mandatory pre-conference for the second RFP, which ultimately resulted in the receipt of two proposals from the following

Approval to Award a Contract for the Preparation of a Regional Consolidated Plan, Annual Action Plan, and Analysis of Impediments for Stanislaus County and the City of Turlock and an Update to the Housing Element of the Stanislaus County General Plan to Pacific Municipal Consulting (PMC)
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firms: Bay Area Economics (BAE) out of Sacramento, CA and Pacific Municipal Consultants (PMC) out of Rancho Cordova, CA.

The table below reflects the pricing proposals submitted by each of the firms. The firms were asked to provide cost proposals by two work scopes: 1) conducting the Con Plan/AAP/AI as a joint/regional plan approach and 2) conducting the plans independently – in order to observe any cost savings. The cost proposals are as follows:

	County & City Joint	County Only	City Only
BAE	\$ 98,800	\$ 76,845	\$ 76,845
PMC	\$ 66,250	\$ 53,900	\$ 45,500

Based on the above pricing proposals, the joint regional approach offers the County a savings of at least \$12,350. Since notifying PMC of the County’s intent to award the contract based on their proposal, County staff has worked with PMC to revise the scope of work to include four additional community meetings and a written community survey component (to supplement the originally proposed online only survey) at an additional cost of \$9,765, to be shared equally by the County and City. The format of the community meetings has been changed from a “plenary” format to an “open house” format with a goal to allow for more meaningful input from the public, as required by HUD.

The scope of work was also revised to add a CDBG Economic Development Programs and Projects Analysis at an additional cost of \$2,500 (County only). The analysis will assist the Urban County in identifying feasible, HUD supported, economic development programs and projects to be undertaken with CDBG funds. The revised scope of work and pricing proposal is included in Attachments “1” and “2”.

As reflected in the attached draft MOU (see Attachment “1”), Stanislaus County and City of Turlock staff have agreed to the following proposed cost share for a joint project contracting with PMC (incorporating the revised costs):

	County	City	Total
PMC	\$ 41,433	\$ 37,083	\$ 78,515
% of Total Cost	53%	47%	

The County and City are proposing to share costs equally for preparation of the Consolidated Plan, Regional Analysis of Impediments to Fair Housing, and overall project coordination. The County’s costs are slightly higher due to the CDBG Economic Development Programs and Projects Analysis and a higher cost for preparation for the Annual Action Plan. The draft MOU has been reviewed by City of Turlock staff and legal counsel, and will be presented to the City Council on August 12, 2014.

While the City of Turlock will continue to be the “lead entity” with responsibility for implementing and administering the HOME program, Stanislaus County will serve as the “lead grantee” for purposes of the regional Con Plan submittal to HUD and the City of

Turlock will serve as the “participating grantee”. Adoption of any documents produced as part of a joint regional approach will be conducted independently through each jurisdiction’s (City of Turlock’s or Stanislaus County’s) legislative decision making body.

Stanislaus County Housing Element

Stanislaus County is also due for a Housing Element Update, which must be completed, adopted and certified to be in compliance with State Housing Law by December 31, 2015. Realizing that both the Consolidated Plan and Housing Element analyses rely on the same housing data, Stanislaus County also included the Housing Element as an optional package within the RFP with the intent that the information gathered in the plan development process be used interchangeably between the documents.

The housing element is one of the seven mandated elements of the local general plan. Housing Element law mandates that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. The law acknowledges that, in order for the private market to adequately address housing needs and demand, local governments must adopt land use plans and regulatory systems which provide opportunities for, and do not unduly constrain, housing development. As a result, housing policy in the State rests largely upon the effective implementation of local general plans and, in particular, local housing elements. Housing Element law also requires the Department of Housing and Community Development (HCD) to review local housing elements for compliance with State law, and to report its written findings to the local government.

Although the Housing Element update will be conducted independent of the overall General Plan update, both update efforts will be coordinated to be consistent with all elements of the General Plan. The update of the Housing Element is subject to the California Environmental Quality Act and environmental assessment is part of the scope of work.

While it was anticipated that conducting the Housing Element concurrently with the Con Plan, AAP, and AI would result in cost savings, both firms responding to the RFP reflected the same cost for preparation of the Housing Element, as shown below:

	Housing Element – Joint	Housing Element – Independent
BAE	\$ 73,420	\$ 73,420
PMC	\$ 45,510	\$ 45,510

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Both firms have represented themselves to have the knowledge, resources, and experience to complete the desired work program (Con Plan, AAP, AI, and Housing Element) within the required time frame and within budget. However, staff has determined PMC's proposal to be more competitive and therefore recommends awarding the Housing Element update contract to PMC. PMC's Housing Element scope of work is included in Attachment "2".

POLICY ISSUES:

Approval of these actions supports the Board's priorities of A Safe Community, A Healthy Community, Effective Partnerships, A Well Planned Infrastructure System, and Efficient Delivery of Public Services by preparing the necessary plans and documents needed for continued receipt of HUD funds and compliance with State Housing Element requirements.

STAFFING IMPACT:

The Stanislaus County Planning and Community Development Department is ultimately responsible for the administration of the Stanislaus Urban County and compliance with State Housing Element law. If awarded, Planning Department staff will oversee the administration of the contract.

CONTACT PERSON:

Angela Freitas, Director of Planning & Community Development
Telephone: 209-525-6330

ATTACHMENTS: (Available from Clerk)

1. Draft Memorandum of Understanding with the City of Turlock with Cost Share Plan
2. Draft Professional Services Agreement with Scopes of Work and Pricing Proposals



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TURLOCK
AND
COUNTY OF STANISLAUS COMMUNITY DEVELOPMENT FOR
JOINT CONSOLIDATED PLANNING AND ASSESSMENT OF IMPEDIMENTS**

This MEMORANDUM OF UNDERSTANDING, entered into this 12th day of August 2014 is between **Stanislaus County**, whose address is 1010 10th Street, Suite 3400, Modesto CA 95354, and **City of Turlock** whose address is 156 South Broadway, Suite 250, Turlock, CA 95380.

WHEREAS, Stanislaus County and the **City of Turlock** are partners in the City of Turlock/Stanislaus Urban County HOME Consortium; and

WHEREAS, Stanislaus County is the “lead agency” for the Stanislaus Urban County and the **City of Turlock** is the “lead agency” of the City of Turlock/Stanislaus County HOME Consortium both receiving federal funding requiring the independent preparation of a Consolidated Plan, Annual Action Plan, and an Analysis of Impediments; and

WHEREAS, Stanislaus County and the **City of Turlock** have solicited proposals from qualified consultants for consultant services to complete: 1) a regional Consolidated Plan and a regional Analysis of Impediments for both jurisdictions, and 2) Annual Action Plans for each jurisdiction; and

WHEREAS, on June 30, 2014 Stanislaus County and the **City of Turlock** received two proposals for consultant services - Bay Area Economics (BAE) and Pacific Municipal Consultants (PMC); and

WHEREAS, PMC has been selected as the Consultant to provide the desired professional services; and

WHEREAS, Stanislaus County will serve as the “lead agency” for purposes of the regional Consolidated Plan submittal and the **City of Turlock** will serve as the “Participating Agency” for purposes of the regional Consolidated Plan; and

WHEREAS, Stanislaus County and City of Turlock wish to enter into this Memorandum of Understanding (MOU) to clearly identify the roles and responsibilities of each party as they relate to professional services to be provided by the selected Consultant, including payment of all costs incurred.

NOW THEREFORE, Stanislaus County and the **City of Turlock** agree as follows:

**ARTICLE I
PARTY RESPONSIBILITIES**

1. Stanislaus County will enter into a professional services agreement with PMC for the delivery of services as outlined in the program details, for a City and County Joint project (Package 1), in the Consultants Proposal to the County's RFP 14-42-CB.
2. Stanislaus County will provide all Consultant invoices with costs payable by the City to the City for review and approval prior to payment. The County will pay all invoices in full and the City shall reimburse the County's for their share of the costs within 30-days of invoice approval.
3. Stanislaus County will serve as the "lead agency" for purposes of the regional Consolidated Plan submittal to the United States Department of Housing and Urban Development in IDIS and the City of Turlock will serve as the "Participating Agency" for purposes of the regional Consolidated Plan.
4. Adoption of the regional Consolidated Plan, Analysis of Impediments, and Annual Action Plans resulting from this MOU shall be conducted independently through each jurisdiction's legislative decision making body.
5. Both Stanislaus County and City of Turlock shall adhere to applicable federal and state laws, regulations, and guidelines.
6. Stanislaus County and City of Turlock shall follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions). <http://www.whitehouse.gov/omb/circulars/>
7. Stanislaus County and City of Turlock shall be responsible for all costs incurred under this MOU as reflected in Attachment "A" – Cost Sharing.

**ARTICLE II
GENERAL PROVISIONS**

1. This MOU, including attachments, shall form the entire agreement and understanding between **Stanislaus County** and **City of Turlock**. Except as provided in Article VII hereof, no other written or verbal statements, shall be binding upon the parties or construed as modifying this MOU in any way.
2. The governing law of this MOU shall be the law of the State of California, excluding its choice of law provisions. The parties agree that Stanislaus County is the sole proper venue for the litigation of any and all disputes arising out of or relating to this MOU.

3. Communications to **Stanislaus County** shall be directed to:

Stanislaus County Planning & Community Development Department
1010 10th Street, Suite 3400
Modesto, CA 95354
(209) 525 - 6330
FAX : (209) 525 - 5911

Communications to **City of Turlock** shall be directed to:

City of Turlock, Housing Program Services Division
156 South Broadway, Suite 250,
Turlock, CA 95380

**ARTICLE III
TERM**

The term of this MOU shall be from August 1, 2014 through July 31, 2015 or until all work to be conducted by PMC under the terms of this Agreement have been conducted and all costs incurred paid.

**ARTICLE IV
CHARGES, INVOICING, AND PAYMENT**

1. Stanislaus County will provide all Consultant invoices, with costs payable by the City, to the City for review and approval prior to payment. The city shall have 15-days to review the invoice.
2. The County will pay all invoices in full and the City shall reimburse the County for its share of the costs within 30-days of invoice approval.

**ARTICLE V
INDEPENDENT CONTRACTOR STATUS**

This MOU is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of employer, employee, partnership, agent, servant, or joint venture with City or any persons employed by City including Subcontractors or employees thereof. The City and County shall control the manner and means of accomplishing the performance of the MOU.

**ARTICLE VI
INSURANCE AND INDEMNIFICATION**

1. The **City and County** shall maintain throughout the period of this MOU the following insurance coverages, which shall be written on an "occurrence" basis:

- A. Worker's Compensation and Employer's Liability insurance, as required by law;
 - B. Comprehensive General, Bodily injury, and property damage insurance, with \$1,000,000 combined single limits; and
 - C. Comprehensive automobile liability for owned and rented/leased vehicles, including bodily injury and property damage coverage, with \$1,000,000 combined single limits.
2. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under or in connection with any work delegated to that party under this MOU. The parties further agree, pursuant to Governmental code section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this MOU.

**ARTICLE VII
MODIFICATIONS**

Specific activities outlined in this MOU may be modified in keeping with established Program regulations and guidelines by written consent of all parties involved.

**ARTICLE VIII
DISPUTES**

The parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this MOU.

**ARTICLE IX
NON-ASSIGNMENT**

Neither party shall assign, transfer, or further subcontract this MOU, in whole or in part, without prior written approval of the other.

**ARTICLE X
SEVERABILITY AND SURVIVAL**

If any of the provisions herein are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not effect any other provision, and this MOU will be construed as valid, legal, and enforceable in all other respects.

**ARTICLE XI
TERMINATION**

1. Each party retains the right to terminate this MOU without cause upon thirty (30) days advance notice to the other. Each party retains the right to terminate this MOU for cause upon twenty-one (21) days advance written notice to the other, which notice shall specify the cause.
2. After termination, the City of Turlock shall remain responsible for the payment of any outstanding cost share for work already performed by the Consultant for the benefit of the City of Turlock.

**ARTICLE XII
ENTIRE DOCUMENT**

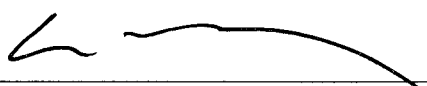
This MOU represents the entire agreement between the parties and supersedes all prior agreements and understandings.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives, as follows:

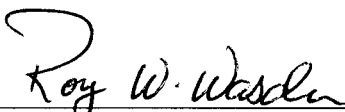
STANISLAUS COUNTY
 Stanislaus County Planning &
 Community Development Department
 1010 10th Street, Suite 3400
 Modesto, CA 95354
 209-525-6330

CITY OF TURLOCK
 Housing Services Division
 156 South Broadway, Suite 250
 Turlock, CA 95380
 209) 668-5542


SIGNATORIES



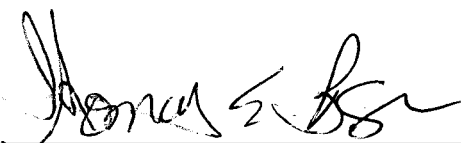
 Angela Freitas, Director
 Stanislaus County
 Planning and Community Development
 Department



 Roy W. Wasden, City Manager
 City of Turlock

**TURLOCK CITY ATTORNEY
 APPROVED AS TO FORM
 BY **

APPROVED AS TO FORM:



 Thomas E. Boze

Attachment A - Cost Sharing

Joint Consolidated Plan, Action Plans, and Regional Analysis of Impediments	Total Cost	Stanisluas County	City of Turlock
Coordination	\$ 8,540	\$ 4,270	\$ 4,270
Consolidated Plan	\$ 25,490	\$ 12,745	\$ 12,745
CP-1 Data	\$ 15,770		
CP-2 Data	\$ 9,720		
Action Plan - County	\$ 10,160	\$ 10,160	\$ -
AP-1	\$ 3,850		
AP-2	\$ 3,090		
AP-3	\$ 3,220		
Action Plan - City	\$ 8,310	\$ -	\$ 8,310
AP-1	\$ 3,115		
AP-2	\$ 2,480		
AP-3	\$ 2,715		
Regional Analysis of Impediments	\$ 23,515	\$ 11,758	\$ 11,758
Task AI-1	\$ 11,175		
Task AI-2	\$ 7,230		
Task AI - 3	\$ 5,110		
CDBG Economic Development Programs and Projects	\$ 2,500	\$ 2,500	\$ -
Total Cost	\$ 78,515	\$ 41,433	\$ 37,083
% of Total Cost		53%	47%

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and Pacific Municipal Consultants dba PMC, a private California corporation ("Consultant"), as of August 12, 2014 (the "Agreement").

Introduction

WHEREAS, the County has a need for services involving a Consolidated Plan, Annual Action Plan, and Analysis of Impediments to Fair Housing;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in Exhibits A and B, which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibits A and B. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

2. Consideration

2.1 The Consultant shall be compensated on a time and materials basis, as provided in Exhibits A and B attached hereto.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$124,025, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services, as reflected in the Consultants proposal, unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibits A or B.

3.2 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.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibits A or B must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim

administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

6.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

6.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

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

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibits A and B, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. 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 Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

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

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Consultant 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, sex or sexual orientation. Consultant and its officers, employees, agents, representatives 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 County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 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 Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: Stanislaus County
Planning and Community Department
ATT: Director
1010 10th Street, Suite 3400
Modesto, CA 95354

To Consultant: PMC
ATT: Philip O. Carter, President
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. 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 county 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.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. 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.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

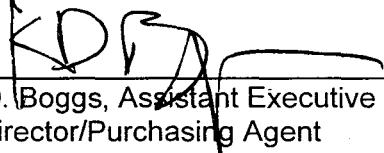
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

Pacific Municipal Consultants dba PMC


By: 
Keith D. Boggs, Assistant Executive Officer
GSA Director/Purchasing Agent

By: 
Philip O. Carter
President

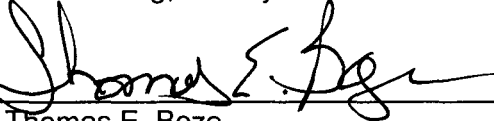
"County"

"Consultant"

APPROVED AS TO CONTENT:
Department of Planning and Community
Development

By: 
Angela Freitas
Director

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

nt

EXHIBIT A

Scope of Work and Pricing Proposal for City and County Joint Consolidated Plan, Action Plans, and Regional Analysis of Impediments

EXHIBIT "A"



B. Program Detail

Package 1.A City and County Joint Consolidated Plan, Action Plans, and Regional AI

I. Coordination

Project Kickoff

PMC will begin the project with a kickoff meeting between key County and City staff and PMC team members, at which time PMC will review the scope of work and make any adjustments or clarifications as needed. PMC and County and City staff will establish the final project timeline and deliverables.

Progress Meetings

PMC will convene and attend four (4) meetings with key County and City staff during the course of the project. These meetings will be to discuss project progress, plan community meetings, discuss any major issues, and review draft documents. These meetings will be held at the County offices in Modesto.

General Coordination

PMC will work directly with County staff as the lead staff in administration of the consulting contract. PMC will also work directly with the City of Turlock to complete the Consolidated Plan, Action Plan, and Analysis of Impediments. PMC will provide regular updates on project progress. The PMC project manager will serve as the lead for the project.

Coordination with Member Jurisdictions

PMC will request that each jurisdiction within the County identify a primary contact person for the collection of required information. PMC will initially request assistance from County staff to contact each locality. PMC will make direct requests for needed information on local policies, programs and practices from the local contact. PMC will make personal contact by telephone and by e-mail. During the drafting process, PMC will request that the local contact review the data and analysis related to the individual jurisdiction.



II. Consolidated Plan for the City and County (joint document)

Task CP-1. Data Gathering, Citizen Participation, Consultation

Community Profile

PMC will develop a community profile that will be used for both the Consolidated Plan and the Analysis of Impediments. The community profile will primarily rely on the required default data provided for the Consolidated Plan through HUD's CPD Maps tool. Where data is required but not provided, PMC will use an alternate data source acceptable to HUD. Data will be provided for the County as a whole and the City of Turlock.

PMC will review available plans and studies relevant to the Consolidated Plan and AI and include those studies in the community profile and analysis.

The data gathered in the community profile will be presented and analyzed under Task CP-2 below.

Public Participation and Consultations

Community Engagement Strategy

In consultation with County and City staff, PMC will develop and implement an outreach strategy to facilitate citizen/stakeholder participation. This will consist of workshops and meetings to generate meaningful input into the planning process.

Consultations

PMC will consult with a broad range of public and private agencies that provide assisted housing, health services, lead-based paint services, and social services, as required by HUD. PMC will use a variety of methods to reach a maximum number of service providers, including telephone and online surveys. Information provided by service providers will be included in the Consolidated Plan.

Community Needs Survey

PMC will create and deploy a web-based survey on community needs and resources. The survey will allow respondents to indicate the priority of needs identified in the survey and submit comments. The survey will also collect general demographic information to assess differences in knowledge and experience between subpopulations, stakeholder groups, and county regions. PMC will design the survey to differentiate responses from different groups and/or collect different information from certain groups.

In addition to the online survey, PMC will provide a printed survey that can be completed by hand. PMC will design the survey and provide a print-ready PDF. Stanislaus County and City of Turlock staff will be responsible for printing and mailing the survey and will receive completed responses. PMC will tabulate the hand-written surveys and combine them with the online results. We are assuming no more than 100 hand-tabulated forms and that each will require 15 minutes to enter and add to the total results. We have also included ten (10) hours for design and translation into Spanish.

Results of the survey will be compiled, analyzed, and presented in summary form. Raw survey results will also be provided.

Community Meetings

PMC proposes a total of four (4) combined community meetings focused on the Consolidated Plan and AI to determine priority community needs and assess impediments to fair housing choice. These meetings would be held in areas identified by the County and the City of Turlock as best suited to drawing a diverse attendance. PMC will work with City and County staff to determine the most appropriate meeting dates and method of notification to ensure attendance by key stakeholders and the general public. An initial recommendation is to have meetings in the following geographic areas of the County:

1. North to include Oakdale and surrounds;
2. Central to include Ceres, Hughson; Waterford and surrounds;
3. South to include Turlock and surrounds;
4. West to include Patterson, Newman and surrounds.

All community meetings will be hosted as an “open house” that includes an initial welcome and introduction and individually staffed stations where the public can learn about individual issue areas by viewing displays and provide feedback using interactive tools. (Please note that the use of TurningPoint or other proprietary tools will incur an additional cost not included in the proposed budget.) Each station would be staffed. PMC is proposing five stations:

1. Housing
2. Public services
3. Infrastructure and facilities
4. Economic development
5. Fair housing

PMC will prepare all materials necessary and staff each meeting. PMC will provide a summary of each meeting with the information collected at each station.

PMC has in-house staff that can either provide translation of public meetings in Spanish or conduct meetings in Spanish.

Stakeholder Meeting

PMC is also proposing a single stakeholders “roundtable” meeting for the Consolidated Plan only that will include various housing related service providers and advocates in the county including the County Continuum of Care. This would be during business hours and would most likely be held in Modesto.

PMC will prepare all materials necessary and staff each meeting. PMC will also provide a meeting summary.



Task CP-2. Data Analysis and Draft Plan

PMC will develop the Consolidated Plan to conform to 24 CFR 91. It will have all the sections required by the *Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER*.

Summary of Key Findings

PMC will provide a summary of key findings early in the planning process. This document will include summary data for the community and stakeholders to review and provide feedback. The document will include the preliminary results of consultations and community meetings. PMC is assuming we will attend one meeting to present these findings.

Population and Housing

PMC will analyze general housing and population characteristics (age, race ethnicity, etc.), measures of household income and poverty, and housing type, condition, and tenure.

Community characteristics will be described in narrative form as well as with the use of charts, tables, and maps. PMC will make use of HUD's CPD Maps tool to generate data tables and maps. Custom maps can be made from CPD Maps data exports using ArcInfo for an additional cost.

The analysis will examine trends in the community and highlight geographic characteristics, including the concentration of ethnic and racial subpopulations, household income distribution, and location of housing types. Key characteristics will be analyzed within the context of Stanislaus County and the surrounding region.

Housing Market

PMC will present and analyze housing costs and housing affordability, including the following specific analysis.

Housing Affordability

PMC will provide an assessment of housing affordability for extremely low-, very low-, moderate-, and above moderate-income households and a summary of measures of housing distress such as cost burden, housing problems, overcrowding, and substandard conditions.

Public and Assisted Housing

PMC will describe the availability of public and assisted housing in the county. PMC will also discuss the physical needs of public housing units and the needs of families on the public housing waiting list.

PMC will examine the current inventory of affordable housing and the risk of conversion to market-rate units. We will also consider the capital needs of the existing stock of affordable housing in the county.

Homeless Facilities

PMC will summarize resources available for the homeless, including emergency shelter, transitional housing, permanent supportive housing, and those that serve the chronically homeless. PMC will rely on consultations with and data provided by the County and homeless services and shelter providers.

Non-Homeless Special Needs Facilities and Services

PMC will describe the resources available for persons who are not homeless but who have supportive housing needs. This will include persons being discharged from hospitals, jails, and other institutions. PMC will rely on consultations with and data provided by the County and service providers.

Barriers to Affordable Housing

After completing an analysis of available housing resources compared to needed housing resources, PMC will explore any barriers to the provision of affordable housing, with a special focus on affordable housing for special needs groups.

Housing and Homeless Needs Assessment

This section will assess local housing needs by comparing needs with existing resources. PMC will rely on data provided by IDIS and CPD Maps as well as on consultations with the City and the County, other local jurisdictions, housing providers, and service providers. PMC may rely on current Housing Elements, Continuum of Care Plans and/or Ten-Year Plans, applications for funds under the McKinney Vento Act, PHA Plans, and other local applications for funding related to housing and community development.

General Housing Needs

PMC will assess the general housing needs of Turlock and Stanislaus County. PMC will analyze the cost, condition, and availability of housing in relation to the needs of households by income group, family size, age, renters, owners, and disability. PMC will also examine the needs of persons who reside in public housing or who hold Housing Choice Vouchers and families with persons who have HIV/AIDS.

Homeless Housing

PMC will assess the need for housing for homeless persons and families with children. This will include a summary of the nature and extent of homelessness and characteristics of the sheltered and unsheltered homeless population. PMC will examine the risk of homelessness faced by low-income persons and families with children.

Non-Homeless Special Needs Housing

PMC will assess the housing needs of persons who are not homeless but who may require permanent supportive housing or services to live independently. These populations will include the elderly, frail elderly, persons with disabilities, persons with alcohol or drug addiction, persons with HIV/AIDS and their families, and public housing residents. PMC will also assess the needs of other groups identified as having special needs in the course of the planning process.

HIV/AIDS Housing

PMC will describe the size and characteristics of the population of persons with HIV/AIDS and their families.

Lead-Based Paint Hazards

PMC will estimate the extent of households at risk of childhood lead poisoning from the presence of lead-based paint in the home. PMC will also report the incidence of childhood lead poisoning for Stanislaus County in the three years leading up to the Consolidated Plan.



Non-Housing Community Development Needs Assessment

PMC will also conduct an analysis of the City's and the County's community development needs. These needs include areas such as economic development, public services and facilities, infrastructure, and accessibility constraints. Based on the information gathered and consultations conducted, PMC will assess current needs against current resources (services and dollars).

PMC will specifically assess the need for the following:

- Improvements to public infrastructure
- Job training and job readiness
- Job creation and job retention
- Public services and public facilities
- Foreclosure prevention and the resale and/or reuse of foreclosed and abandoned properties

PMC will specifically assess the needs of the following groups:

- Elderly and frail elderly
- Large families
- Persons at risk of homelessness
- Persons with HIV/AIDS and their families
- Youth aging out of foster care
- Single-parent households
- Persons with physical disabilities
- Families with Housing Choice Vouchers
- Persons with mental disabilities

Citizen Participation, Consultation, and Coordination

PMC will provide a summary of the efforts undertaken to ensure robust participation by residents and stakeholders. In general, the results of consultations will be discussed in the relevant section of the Consolidated Plan. The detailed results of surveys, meetings, and one-on-one consultations will be included in an appendix, along with published notices and other evidence of outreach. The results of outreach and consultation will be discussed in the Strategic Plan section.

Strategic Plan

PMC will develop a Strategic Plan document that complies with the requirements of 24 CFR 91.215 having all the sections required by the *Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER*. This will include preparing recommendations and facilitating discussion on high and low priority needs with County and City staff for their review and comment in order to finalize the needs analysis. PMC will then draft Strategic Plan goals and priorities.

PMC will prepare summary materials and a presentation of the Strategic Plan for use by staff at public hearings to be held and attended by County and City staff at the City of Turlock and in Stanislaus County.

The Strategic Plan will have the following sections:

- Overview
- Priority Needs
- Anticipated Resources
- Goals
- Barriers to Affordable Housing
- Lead-Based Paint Hazards
- Monitoring
- Geographic Priorities
- Influence of Market Conditions
- Institutional Delivery Structure
- Public Housing
- Homelessness Strategy
- Anti-Poverty Strategy

Tables will be used to summarize the priority given to various needs and the resources allocated to meet those needs. Maps will be used to show the location of the proposed distribution of resources in relation to low-income areas and areas of ethnic/racial concentration.

PMC will provide a summary of the specific objectives for the planning period, including resources available and which identified needs will be met. Each objective will include proposed quantified accomplishments for the planning period and measurable outcomes.

Use of the e-Con Planning Suite and Submission Using IDIS

The Consolidated Plan will be developed and submitted to HUD using the e-Con Plan Tool and CPD Maps through HUD's IDIS online website. CPD Maps and IDIS will be the primary data sources for the Consolidated Plan and will determine the basic structure and content of the published document.



III. Annual Action Plans for Stanislaus County and City of Turlock

Task AP-1. Action Plans Preparation

In coordination with the preparation of the joint City/County Consolidated Plan, PMC will prepare 2014–15 Action Plans for the County and the City of Turlock. These plans will comply with 24 CFR 91.220 and have all the sections required by the *Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER*.

PMC is not anticipating that we will be involved in the solicitation of proposals for funding or in the evaluation and selection of activities to fund. Specific activity information for inclusion in each respective Action Plan will be provided to the consultant by County and City staff.

The Action Plans will include the following elements:

Available Resources

PMC will summarize resources anticipated to be available during the program year to meet the goals and objectives of the Consolidated Plan. This will include funds covered by the Action Plan, leveraged funds, and other non-monetary resources.

Programs and Activities

PMC will create an Action Plan that reflects planned activities, including descriptions of activities to be undertaken, quantified objectives, and the amount of funding for the County's and the City's proposed projects. Project descriptions will correlate to the housing and community development priorities and goals identified in the Strategic Plan component.

Geographic Distribution

Maps will be provided identifying the geographic distribution of programs and activities. In this section, any areas of lower-income concentration households that will be served by the proposed actions will be identified. Areas of minority concentration will also be shown.

Other Actions

The Action Plan will specifically identify steps the City or County is taking to meet the needs of the homeless and special needs populations and to address obstacles to meeting underserved needs. Actions to foster and maintain affordable housing and remove barriers to affordable housing will be discussed. The City's and County's institutional structure will be identified, describing departments responsible for overseeing the plan and implementing various actions. The Action Plan will also discuss how the City and the County will enhance coordination with outside agencies and other jurisdictions, where appropriate.

In addition, the Action Plan will identify strategies to combat poverty and lead-based paint hazards. The anti-poverty strategy may be based on a range of employment opportunities and supportive services. Steps to remove lead-based paint hazards, particularly through any housing rehabilitation programs implemented by the City or County, will be identified.

PMC will summarize the status of the City or County performance measurement system. This will include any planned changes or implementation of new components in the plan year.

Program-Specific Narratives

PMC will provide the required program-specific narratives.

Summary of Citizen Participation

PMC will summarize the efforts made to involve the public in the preparation of the Action Plan. This will include all public comments received and responses to public comments. Documentation of public participation will be included in an appendix.

Contents of the Annual Action Plan

The Action Plan document will contain the following:

- Table of Contents
- Introduction
- Planned Programs and Activities
- Affordable Housing
- Homeless and Other Special Needs Activities
- Other Actions
- Appendices
 - Summary of Consultations
 - Summary of Community Outreach
 - Public Comment
- Executive Summary
- Available Resources
- Geographic Distribution
- Public Housing
- Barriers to Affordable Housing
- Program-Specific Requirements

Detailed data and maps can be included in the relevant chapters or included as appendices.

Task AP-2. Public Hearings – Draft Phase

Summary of Key Findings

PMC will provide a summary of key findings early in the planning process. This document will include summary data for the community and stakeholders to review and provide feedback. The document will include the preliminary results of consultations and community meetings.

Administrative Draft

PMC will provide an administrative draft Consolidated Plan for staff review. This will include the Needs Assessment, Market Analysis, Strategic Plan, and Action Plans for review by County and City staff. Electronic copies will be distributed to staff as PDF files. The document will be primarily generated by IDIS.



Public Review Draft

PMC will revise the administrative draft according to the comments and direction received and produce a PDF public review draft Consolidated Plan. Electronic copies will be distributed to staff as PDF files. The public review draft will include a custom full-color cover. It will be provided in a print-ready PDF file and a lower-resolution version suitable for web publication. This draft will use the document produced by IDIS to create a more readable version suitable for publication.

Plan Presentation

PMC will present the Consolidated Plan and Action Plans at one (1) public hearing in Turlock and one (1) public hearing before the County Board of Supervisors. PMC will draft summary materials (including staff reports) and prepare a presentation for each meeting. PMC will be available for questions/comments/feedback from citizens and elected officials.

Task AP-3. Finalize Plan and Submit to HUD

Final Draft

PMC will produce the final draft Consolidated Plan based on comments and direction received from staff. The final draft will also include and address all public comments, community feedback, consultations, and responses to comments.

The final draft Consolidated Plan will have a custom full-color cover. The final draft will be provided in a print-ready PDF file and a lower-resolution version suitable for web publication.

PMC will also provide MS Word documents that include the narrative of the final draft Consolidated Plan. These files may be in sections that are not compiled. Graphics (cover, maps, other images) will be provided separately as PDFs. PMC cannot guarantee that the MS Word files will display or print as intended.

Resource Binder

PMC will provide one (1) resource binder to the County and one (1) to the City of Turlock to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and any other supporting documentation used to develop the Consolidated Plan and the respective Annual Action Plans.

Submission to HUD

PMC will prepare the Consolidated Plan for submission to HUD. This will include documentation of the public process and public notices. The plan will be submitted to HUD through IDIS. PMC will assist the City and the County with completing all required documentation, including the SF-424 and Consolidated Plan certifications.

HUD Review

PMC will be available to respond to HUD comments and requests after the May 13, 2015, submittal. PMC will make revisions in IDIS and the compiled documents as requested.

IV. Regional Analysis of Impediments to Fair Housing Choice (AI) for the City and County (joint document)

Task AI-1. Data Collection

Community Profile

PMC will develop a community profile that will be used for both the Consolidated Plan and the Analysis of Impediments. The community profile will primarily rely on the required default data provided for the Consolidated Plan through HUD's CPD Maps tool. Where data is required but not provided, PMC will use an alternate data source acceptable to HUD. Data will be provided for the County as a whole and the City of Turlock.

PMC will review available plans and studies relevant to the Consolidated Plan and AI and include those studies in the community profile and analysis for the AI. This will include but not be limited to available housing and community data from the most recent draft or adopted Housing Element, previous Analysis of Impediments to Fair Housing, the Consolidated Plan, the Municipal Code and Zoning Code, and available housing programs and services.

The data gathered in the community profile will be presented and analyzed under Task AI-2 below.

Fair Housing Education and Enforcement

PMC will gather information on local efforts in fair housing education and efforts to enforce fair housing laws over the prior Consolidated Plan period. This task will include a review of complaints and enforcement actions.

PMC will contact local fair housing enforcement and education agencies, housing and minority advocates, and state and federal agencies to gather reports and anecdotal evidence regarding violation of fair housing rights and other unfair housing practices.

PMC will tabulate and present data on complaints in meaningful tables. This data will be used to identify significant trends in fair housing and possible needs for improved education and enforcement. PMC will also assemble the results of any local fair housing testing conducted within the last five years and any other relevant studies or reports.

PMC will also evaluate the overall effectiveness of investigation, education, enforcement, and outreach efforts. Fair housing testing and case investigations will be reviewed with an eye toward quality, appropriate strategy, and prompt and effective resolution.

Community Outreach

PMC will conduct a community outreach and stakeholder engagement process that will serve to make the public aware of the Analysis of Impediments effort and to engage key stakeholders in the process.

Identification of Stakeholders

PMC will identify key stakeholders for consultation. Stakeholders will be selected to provide a balance of perspectives and participation points. Stakeholders will reflect the views of those that have been discriminated against as well as



those that are involved in the provision of housing or implement public policies which affect the location or availability of housing.

Stakeholder Consultations

PMC will consult local stakeholders through standardized brief telephone interviews. The content of interviews will vary based on the particular stakeholder group. They will be more in-depth and focused than group-level discussions. In general, questions will focus on the awareness of fair housing rights and knowledge of protected classes, formal fair housing training or education received, perceptions on the level of fair housing awareness, the extent of housing discrimination, and the general state of fair housing in Stanislaus County.

PMC will request available documentation and specific examples of unfair housing. If the party being consulted is aware of housing discrimination, PMC will request any information related to investigation or enforcement. PMC will also ask each stakeholder to name other stakeholders that should be consulted in this process and request that the stakeholders complete the online survey and attend a community meeting.

PMC will provide a summary of stakeholder comments and reflect the results in the Analysis of Impediments and Fair Housing Strategic Plan. A list of consulted persons and agencies will be included in an appendix to the AI document along with compiled stakeholder comments.

Community Meetings

PMC proposes a total of four (4) combined community meetings focused on the Consolidated Plan and AI to determine priority community needs and assess impediments to fair housing choice. These meetings would be held in areas identified by the County and the City of Turlock as best suited to drawing a diverse attendance. PMC will work with City and County staff to determine the most appropriate meeting dates and method of notification to ensure attendance by key stakeholders and the general public. An initial recommendation is to have meetings in the following geographic areas of the county:

1. North to include Oakdale and surrounds
2. Central to include Ceres, Hughson, Waterford, and surrounds
3. South to include Turlock and surrounds
4. West to include Patterson, Newman, and surrounds

All community meetings will be hosted as an “open house” that includes an initial welcome and introduction and individually staffed stations where the public can learn about individual issue areas by viewing displays and provide feedback using interactive tools. (Please note that the use of TurningPoint or other proprietary tools will incur an additional cost not included in the proposed budget.) Each station would be staffed. PMC is proposing five stations:

1. Housing
2. Public services
3. Infrastructure and facilities

4. Economic development
5. Fair housing

PMC will prepare all materials necessary and staff each meeting. PMC will provide a summary of each meeting with the information collected at each station.

PMC has in-house staff that can either provide translation of public meetings in Spanish or conduct meetings in Spanish.

Stakeholder Meeting

PMC is also proposing a single stakeholders “roundtable” meeting for the AI only that will include housing providers and lenders. This meeting would be during business hours and would most likely be held in Modesto.

PMC will prepare all materials necessary and staff each meeting. PMC will also provide a meeting summary.

Survey

PMC will create and deploy a web-based survey to measure the extent to which respondents are aware of fair housing rights and the degree to which they experience housing discrimination or encounter impediments to fair housing choice. The survey will also collect general demographic information to assess differences in knowledge and experience between subpopulations and county regions.

In addition to the online survey, PMC will provide a printed survey that can be completed by hand. PMC will design the survey and provide a print-ready PDF. Stanislaus County and City of Turlock staff will be responsible for printing and mailing the survey and will receive completed responses. PMC will tabulate the hand-written surveys and combine them with the online results. We are assuming no more than 100 hand-tabulated forms and that each will require 15 minutes to enter and add to the total results. We have also included ten (10) hours for design and translation into Spanish.

Results of the survey will be compiled, analyzed, and presented in summary form. Raw survey results will be provided on request.

Task AI-2. Preparation of Analysis of Impediments

PMC will prepare an Analysis of Impediments to Fair Housing Choice that identifies strengths and weaknesses in fair housing practices and recommends courses of action to improve upon any deficiencies found during the study. The report will meet HUD requirements and describe how the County is affirmatively furthering fair housing.

Private Sector Practices

PMC will assess the general level of fair housing and housing rights awareness in the private sector. PMC will rely on an array of tools, including quantitative data and interviews with local stakeholders.

Rental Housing

PMC will assess the general level of fair housing knowledge and the fair housing climate in the area of rental housing. PMC will review local rental housing advertisements for illegal or unfair forms of advertising and for the use of the fair housing logo. We will determine the level of professionalism in the local rental housing market and assess the industry's efforts at education and self-monitoring. This analysis will be supplemented with information gathered on complaints.

Residential Real Estate Sales

PMC will evaluate residential real estate sales practices. This effort will include a review of advertisement of for-sale housing and an assessment of the level of professionalism. This analysis will be supplemented with information gathered on complaints.

Mortgage Lending

PMC will evaluate the availability of mortgage credit in Stanislaus County. This work will include the presence and location of local mortgage lending offices. PMC will assess the general level of fair housing knowledge and fair housing climate among lenders. We will determine the level of professionalism in the local lending industry and assess the industry's efforts at education and self-monitoring. This analysis will be supplemented with information gathered on complaints.

Home Mortgage Disclosure Act (HMDA) Analysis

PMC will analyze local mortgage lending outcomes by compiling the most recent raw Home Mortgage Disclosure Act (HMDA) reporting data (Loan Application Register & Transmittal Sheet data) for all census tracts in Stanislaus County. PMC will create maps of lending patterns, including overlays of minority concentrations and low-income areas. Using the raw HMDA data, PMC can provide focused reporting at the census tract level.

PMC will analyze the HMDA reporting data to reveal possible discriminatory lending patterns by area, income, gender, race, and ethnicity. HMDA data will also be analyzed in the context of corresponding housing and population data.

Public Policies and Practices

PMC will review public policies and practices to determine the potential impact on fair housing and the provision of an adequate number and appropriate types of housing.

Planning and Building Policy Review

PMC will review the land use policies and practices of the City of Turlock and the County of Stanislaus. (This task will be coordinated with the preparation of the Housing Element.) PMC will assess the effectiveness of each jurisdiction's application of state and federal fair housing accessibility standards to new construction and guidance provided to builders of new homes.

PMC will also assess the impact of local land use policies and practices on the location, availability, and accessibility of housing; the range of unit types and sizes; and general affordability. The location of housing will be examined in relation to proximity to public transit and neighborhood amenities.

PMC will conduct a specific analysis of the policies and procedures related to the siting and operation of group homes.

Access to Facilities and Programs

PMC will review the City's and the County's policies on access to federally funded facilities and programs, policies and practices related to requests for reasonable accommodation, and general policy on equal opportunity for each jurisdiction. This task will include a review of each jurisdiction's policies and practices related to the collection, retention, and reporting of participation in its federally funded programs and equal opportunity in the procurement of federally funded goods and services.

Public and Assisted Housing

PMC will examine available data on the location of public and assisted housing and the location and availability of Housing Choice Vouchers in the county. PMC will examine this data against the backdrop of race, ethnicity, income, and poverty. PMC will also evaluate any formal policies on deconcentration and their effectiveness.

PMC will examine each jurisdiction's policies and practices as they relate to subsidized housing. Specific attention will be paid to the funding provided for affordable housing and the process of allocating and awarding those funds to specific projects.

Assessment of Efforts to Affirmatively Further Fair Housing

PMC will evaluate the general efforts to promote fair housing by the City of Turlock and Stanislaus County, and specifically the efforts supporting the certification that each jurisdiction will affirmatively further fair housing.

PMC will review public and private fair housing activities and programs in Turlock and Stanislaus County. PMC will provide specific details regarding actions taken to promote fair housing through outreach efforts and will discuss any concerns with activities or programs reviewed.

PMC will review the structure of fair housing services in the city and county, assess the funding allocated to those services, and compare those services and allocations in light of identified needs.

Fair Housing Implementation Strategy

PMC will create a Fair Housing Implementation Strategy. The strategy will include a summary of impediments to fair housing choice, actions to address identified impediments, actions to further fair housing including educational efforts, actions that include continued or future analysis, and a system for the documentation of efforts to further fair housing in Turlock and Stanislaus County.

Identification of Impediments

PMC will identify impediments revealed by the analysis. Impediments will be presented, along with a summary of the analysis that led to the identification of the impediment.



Actions to Address Identified Impediments

PMC will assist the City of Turlock and Stanislaus County to develop practical recommendations to address impediments found by the Analysis of Impediments and to promote fair housing efforts and demonstrate the commitment to fair housing.

Goals, Objectives, and Actions

PMC will assist the City and County with the creation of goals as well as objectives to meet each goal. Actions will be identified that will further each objective within a specified time period. The resources required for each action will be identified, along with the status of those resources (committed, identified, to be determined). Each action will have a responsible entity or entities identified, along with a lead entity.

The objectives, goals, and actions of the Fair Housing Plan will be discussed in an easy-to-follow standard outline format as well as presented in a summary table.

Contents of the Analysis of Impediments

The AI document will contain the following:

- Table of Contents
- Introduction
- Review of Private Sector Practices
- Fair Housing Implementation Strategy
- Executive Summary
- Housing and Population Characteristics
- Review of Public Sector Practices
- Appendices
 - Summary of Consultations
 - Summary of Community Outreach
 - Public Comment
 - HMDA Data Summary

Detailed data and maps can be included in the relevant chapters or included as appendices.

Task AI-3. Finalize Analysis of Impediments

Summary of Key Findings

PMC will provide a summary of key findings early in the planning process. This document will include summary data for the community and stakeholders to review and provide feedback. The document will include the preliminary results of consultations and community meetings.

Administrative Draft

PMC will provide an administrative draft AI for staff review. Electronic copies will be distributed to staff as PDF files.

Public Review Draft

PMC will revise the administrative draft according to the comments and direction received and will produce a PDF public review draft Analysis of Impediments. Electronic copies will be distributed to staff as PDF files. The public review draft will include a custom full-color cover. It will be provided in a print-ready PDF file and a lower-resolution version suitable for web publication.

Plan Presentation

PMC will present the AI at one (1) public hearing in the City of Turlock and one (1) public hearing before the County Board of Supervisors. PMC will draft summary materials (including staff reports) and prepare a presentation for each meeting. PMC will be available for questions/comments/feedback from citizens and elected officials.

Final Draft

PMC will produce the final AI based on comments and direction received from staff. The final draft will also include and address all public comments, community feedback, consultations, and responses to comments.

The final draft AI will have a custom full-color cover. The final draft will be provided in a print-ready PDF file and a lower-resolution version suitable for web publication.

PMC will also provide MS Word documents that include the narrative of the final draft AI. These files may be in sections that are not compiled. Graphics (cover, maps, other images) will be provided separately as PDFs. PMC cannot guarantee that the MS Word files will display or print as intended.

Submission to HUD

PMC will prepare the Analysis of Impediments for submission to HUD. This will include documentation of the public process and public notices.

HUD Review

PMC will be available to respond to HUD comments and requests after the May 13, 2015, submittal. PMC will make revisions as requested.



V. CDBG Economic Development Programs and Projects Analysis

PMC will review programs and projects being contemplated for future CDBG funding that are intended to foster local economic development. For each proposed undertaking, PMC will analyze the basic eligibility of the undertaking and discuss how it would meet a CDBG National Objective. PMC will also discuss key choices that would affect the eligibility of the undertaking and/or its ability to meet a National Objective. PMC will also summarize the analysis, underwriting, and documentation requirements for the proposed undertaking related to eligibility and National Objective, and discuss the cross-cutting requirements that would apply such as environmental review, labor standards/prevaling wages, and Section 3.

PMC would proceed in two phases. The first would be an initial discussion with County staff and an initial determination of which activities would be the best “fit” for CDBG funding. The second phase would be a more in-depth analysis and a report on a smaller subset of proposed activities.

For the first phase, PMC is proposing a budget of one (1) hour per proposed undertaking at a rate of \$125.00 per hour. To consider up to eight proposed undertakings, PMC is proposing a budget of 8 hours equal to \$1,000.

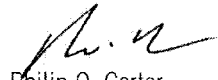
For the second phase, PMC is proposing a budget of four (4) hours per proposed undertaking at a rate of \$125.00 per hour. Assuming three activities are chosen for a more in-depth analysis, PMC is proposing a budget of 12 hours equal to \$1,500.

The total proposed cost would be \$2,500 for 20 hours.

Pricing Proposal

Please find to follow PMC's pricing proposal for the preparation of the Consolidated Plans, Action Plans, and AI as proposed. Please don't hesitate to contact Jennifer Gastelum at (916) 361-8384, ext. 10258, or jgastelum@pmcworld.com should you require any additional information. We look forward to the possibility of partnering with you on this exciting project.

Sincerely,



Philip O. Carter
President



Jennifer Gastelum
Project Director

Rate Sheet

Please find below the rate sheet for listed personnel.

Staff	Hourly Rate
Jennifer Gastelum – Project Director	\$140
Rob Sronce – Consolidated Plan Manager	\$125
Amy Sinsheimer – Housing Element Manager	\$125
Mark Teague – CEQA Project Manager	\$145
Susan Price – Senior Planner	\$115
Kim Obstfeld – Senior Planner	\$115
Seth Myers – Environmental Planner	\$85
Rosa Camacho-Chavez – Associate Planner	\$85
Courtney Wood – Associate Planner	\$85
Dana Hoffman – Assistant Planner	\$75
Jennifer Wiseman – Planning Tech	\$65
Jonathan Faoro – Senior GIS Analyst	\$105
Administrative Assistance	\$65

Package 1.A – City and County Joint Consolidated Plan, Action Plans, and Regional AI

PMC proposes to prepare the City and County Joint Consolidated Plan, annual Action Plans for both the City and County, and a Regional AI for a fee of \$78,515. Please see the detailed fee schedules below by task and personnel.

Consolidated Plan and AI – Joint Document	Total Cost	Total PMC Hours	Jennifer Gastelum	Rob Sronce	Susan Price	Rosa Camacho-Chavez	Dana Hoffman	Jonathan Faoro	
			Project Director	Project Manager	Senior Planner	Associate Planner	Assistant Planner	GIS	Support
			\$140.00	\$125.00	\$115.00	\$85.00	\$75.00	\$105.00	\$65.00
Coordination	\$8,540	68	16	32	20	0	0	0	0
Consolidated Plan	\$25,490	263	17	24	60	65	42	24	31
CP-1 Data Gathering, Citizen Participation, Consultation	\$15,770	165	7	14	40	45	30	12	17
CP-2 Data Analysis and Draft Plan	\$9,720	98	10	10	20	20	12	12	14
Action Plan - County	\$10,160	106	6	12	24	24	18	6	16
AP-1 Action Plans Preparation	\$3,850	40	2	4	8	8	6	6	6
AP-2 Public Hearings – Draft Phase	\$3,090	32	2	4	8	8	6	0	4
AP-3 Finalize Plan and Submit to HUD	\$3,220	34	2	4	8	8	6	0	6
Action Plan - City	\$8,310	88	6	10	14	24	12	6	16
AP-1 Action Plans Preparation	\$3,115	33	2	3	4	8	4	6	6
AP-2 Public Hearings – Draft Phase	\$2,480	26	2	4	4	8	4	0	4
AP-3 Finalize Plan and Submit to HUD	\$2,715	29	2	3	6	8	4	0	6
Regional Analysis of Impediments	\$23,515	244	15	30	40	68	41	24	26
Task AI-1 Data Collection	\$11,175	118	5	14	20	40	17	8	14
Task AI-2 Preparation of Analysis of Impediments	\$7,230	72	6	8	12	20	14	12	0
Task AI-3 Finalize Analysis of Impediments	\$5,110	54	4	8	8	8	10	4	12
CDBG Economic Development Programs and Projects Analysis	\$2,500	20	0	20	0	0	0	0	0
Total Fee for Consolidated Plan and AI – Joint	\$78,515	789	60	128	158	181	113	60	89

EXHIBIT B

Scope of Work and Pricing Proposal for Stanislaus County Housing Element

B. Program Detail

Program I.B Stanislaus County Housing Element

a. Assessment – Evaluation of 2009–2014 Housing Element

PMC will communicate with County staff via phone and e-mail, as needed throughout the project, and will prepare for and hold a kickoff meeting via phone to exchange information and initiate work on the Housing Element update. At the meeting, PMC will:

- Review the scope of work and schedule, including public outreach events and project milestones. The proposed project schedule is included in Part 2.C of this proposal.
- Discuss information sources.
- Identify Stanislaus County's critical housing issues.
- Discuss the desired style and format of the Housing Element.
- Review Housing Element legal requirements.
- Discuss lessons learned from the previous Housing Element.
- Provide a list of data needs, which may include but is not limited to:
 - An electronic copy of the certified 2009–2014 Housing Element as well as associated data files such as demographic and housing needs assessment tables and charts (Excel).
 - Housing Element annual reports for 2012 and 2013 (electronic or hard copies).
 - Any pertinent previous communications with HCD
 - Current fee schedules and information regarding permit processing timelines.

Following the kickoff meeting conference call, PMC will finalize the scope of work and schedule. PMC will review background documents necessary for preparation of the Housing Element update, including:

- County of Stanislaus General Plan
- County of Stanislaus Zoning Ordinance
- Stanislaus Council of Governments (StanCOG) Regional Housing Needs Plan
- County of Stanislaus Housing Element and associated CEQA document
- Prior written communication between the County of Stanislaus and HCD
- County programs and ordinances related to housing



PMC will work closely with the County to determine the status, effectiveness, and appropriateness of the 2009–2014 Housing Element goals, policies, and programs and will identify any barriers to implementation. PMC will prepare a matrix that shows implementation actions from the 2009–2014 Housing Element, describes steps taken toward their implementation and results achieved (quantitative, when possible) including comparing projected results from the 2009–2014 Housing Element to actual accomplishments, a summary of how these results are important to the 5th cycle Housing Element update, and notes as to whether the program will be continued, modified, or deleted for the new planning period.

PMC will populate the matrix with information from the County’s Housing Element annual reports, adopted ordinances and code amendments, and correspondence with County staff. PMC will forward the draft of the matrix to the County with specific questions and requests for additional information for review and completion. Results of the analysis will be used to inform revisions to policies and programs for the new planning period.

Within 30 days of the project kickoff meeting, based on the County’s review of the matrix and discussions with staff about work the County has completed since the adoption of the previous Housing Element, PMC will assess whether the County is eligible for HCD streamlined review. If the County has further steps to take to achieve eligibility for streamlined review, PMC will provide an assessment of the steps the County needs to take to qualify for the streamlined review.

Deliverables: Kickoff meeting agenda and facilitation, printed meeting materials (as needed), matrix reviewing the implementation of programs from the 2009–2014 Housing Element, and within 30 days of project kickoff, a memo providing an assessment of the County’s eligibility for streamlined review and next steps needed to qualify for streamlined review (if necessary).

b. Housing Element Preparation – Needs Analysis

Pursuant to state law (Government Code Section 65583(a)), PMC will update the Existing Housing Needs, Special Housing Needs, Projected Housing Needs, and Site Inventory and Analysis sections of the Housing Element to create an updated Needs Analysis.

PMC will update the sections as needed with data from the 2010 US Census, American Community Survey, and other relevant sources. PMC will compare the 2009–2014 Housing Element information with the information in the data packet provided by HCD for consistency. PMC will also work with HCD and/or the Valley Mountain Regional Center as needed to collect data regarding developmentally disabled residents, in accordance with Senate Bill 812 (the number of persons with developmentally disabled persons by zip code and age group).

Based on a review of the County’s 2009–2014 Housing Element and the HCD certification letter dated September 12, 2012, PMC understands that the County had suitable sites to accommodate the RHNA during that planning period. According to the Draft Regional Housing Needs Plan (RHNP) prepared by StanCOG, the allocation numbers in the 2015–2023 planning period are significantly reduced for Stanislaus County from 5,568 in the previous RHNA projection period to a total of 2,241 units for the 2014–2023 RHNA projection period.

PMC will review and update the inventory of sites available for residential development in compliance with Government Code Section 65583 and SB 2348. PMC will identify which sites from the 2009–2014 inventory remain available for the 2014–2023 RHNA projection period and whether any new sites should be added to the inventory. The inventory will identify appropriately zoned sites with necessary infrastructure and services. Sites may include vacant land, underutilized sites, and planned/entitled residential projects, as well as the potential for second units. PMC will look for opportunities to meet housing needs through infill, underutilized, and mixed-use sites, if appropriate for Stanislaus County. In keeping with state housing element law, the County will document the realistic capacity of each parcel as well as constraints and access to infrastructure. Additionally, PMC will prepare a map showing all identified sites.

The updated Needs Analysis will include the following:

- Population trends, including age and race.
- Employment trends, including job types and employment rates.
- Household characteristics, including overpayment.
- Housing stock characteristics including affordability characteristics, market conditions, at-risk units, and overcrowding.
- Special housing needs, including those of the elderly, disabled, developmentally disabled, extremely low-income households, large families, farmworkers, single-parent households, and homeless persons.
- Existing and projected share of regional housing needs for all income levels.
- Vacant and underutilized land and potential for increased residential development under existing zoning requirements, infrastructure capacities, and General Plan policies.
- Location of existing infrastructure elements including but not limited to fire stations, sewer and water infrastructure, and drainage systems. Based on information provided by the County in Addendum 1 to the project RFP, PMC understands that the County has initiated the analysis of disadvantaged unincorporated communities (DUCs) per SB 244. PMC does not anticipate identifying DUCs as part this scope of work. PMC is happy to discuss the DUC analysis with the County at the kickoff meeting during finalization of the scope of work.
- Opportunities for energy conservation in residential development.

Deliverables: Updated Needs Analysis to be incorporated into the administrative draft Housing Element.

c. Housing Resources and Opportunities

PMC will identify programmatic, physical, and financial housing resources available to Stanislaus County. PMC will compare the inventory of available land to the RHNA and draft the adequate sites analysis to clearly describe how the County will accommodate the needs of households at all income levels. Based on the analysis in the 2009–2014 Housing Element and the significant reduction in the County’s RHNA in the 5th cycle, PMC expects the County’s existing inventory of land zoned appropriately for residential development to accommodate the County’s 5th cycle RHNA.

Deliverables: Draft Housing Resources and Opportunities to be incorporated into the administrative draft Housing Element.

d. Housing Constraints

Pursuant to state law (Government Code Section 65583(a)), PMC will update the Constraints section of the Housing Element to reflect changes to land use controls, market conditions, and program and funding resources. The updated analysis will include:

- An analysis of potential and actual governmental and non-governmental constraints to housing production, including infrastructure, development fees, land use controls, natural resources, land availability, and the cost of housing construction, land, and financing.
- A review of housing programs and resources, including but not limited to the Rehabilitation Loan Program, HAP, CDBG and HOME, Housing Authority, density bonus, Section 8, Neighborhood Revitalization Program, mobile home rent control, and other financing mechanisms (tax credits, bonds, mortgage credit certificates, housing trust).
- An inventory of affordable units at risk of converting to market rate in the next 10 years, cost estimates for unit replacement, and potential resources to preserve affordability. PMC will work with the California Housing Partnership Corporation and other resources, as needed, to compile this information.

Deliverables: Updated Housing Constraints to be incorporated into the administrative draft Housing Element. Any recommended programs based on the constraints analysis will be included in the Housing Goals, Policies, and Quantified Objectives section of the administrative draft Housing Element.

e. Housing Goals, Policies, and Quantified Objectives

PMC will collaborate with County staff to update the Goals, Policies, and Quantified Objectives section, using the Programs section of the existing Housing Element as a starting point. The update will be informed by the findings from review of the 2009–2014 Housing Element, as described in the Assessment – Evaluation of 2009–2014 Housing Element task, as well as from public input and the Needs and Constraints analyses. While it is anticipated that many goals, policies, and programs will remain the same, some will need to be updated to reflect the implementation of previous Housing Element actions and changes to state housing element law. The updated Housing Element programs will:

- Ensure housing opportunities are available to all persons in the county.
- Preserve and improve the existing stock of affordable housing.
- Facilitate development of adequate housing and infrastructure to meet the needs of low- and moderate-income households, while meeting the regional share of goals.
- Mitigation any governmental constraints to housing production, improvement, and/or maintenance.
- Ensure consistency and compliance with the other General Plan elements, community goals, and all State of California Assembly and Senate Bills.

Deliverables: Updated Housing Goals, Policies, and Quantified Objectives section to be incorporated into the administrative draft Housing Element.

f. Prepare and Finalize Housing Element

i. Administrative Draft Housing Element

PMC will include the other detailed in Tasks a through e above in an administrative draft Housing Element for County staff review. The administrative draft will be prepared and submitted to the County within 90 days of the project kickoff meeting. The fully formatted administrative draft document will include figures, tables, text, graphs, and illustrations as appropriate. PMC will prepare the administrative draft for HCD streamlined review using highlighting to indicate text, tables, and graphics that have changed since the 2009–2014 Housing Element to focus HCD’s review on only the updated portions of the document. PMC requests that we receive one consolidated set of County comments on the draft. In response to County staff comments, PMC will produce a revised administrative draft Housing Element.

Deliverables: Within 90 days of the project kickoff meeting PMC will provide one (1) electronic copy of the administrative draft in Microsoft Word and three (3) reproducible black and white hardcopies for County staff review and comment.

ii. Draft Housing Element

County staff will review the administrative draft Housing Element, compile comments, and provide PMC with a single set of revisions. PMC will address these comments, revise the draft Housing Element, and prepare a public review draft Housing Element. The public review draft will be reviewed by the County’s General Plan Update Committee and will be made available for review by members of the public both in hard copy format and on the County’s website. PMC will incorporate comments and revisions to the public review draft, as directed, prior to submitting the draft to HCD.

Deliverables: PMC will revise the administrative draft Housing Element to prepare a public review draft. PMC will provide one (1) electronic copy of the administrative draft in Microsoft Word and Adobe PDF formats and three (3) reproducible black-and-white hard copies for County staff, Planning Commission, Board of Supervisors, and public review and comment.

iii. Amend Housing Element

Based on HCD review, PMC will revise the public review draft Housing Element and prepare a revised draft Housing Element. Any significant changes will be discussed with the County’s General Plan Update Committee. PMC will revise the public review draft Housing Element to address comments received from HCD on the public review draft Housing Element.

PMC will submit the draft Housing Element to HCD. PMC will answer questions, provide additional information via conversations or memorandums, and work with HCD to address and resolve any issues that may arise during the review.

Reaching a consensus with HCD is a negotiation process, and we are committed to representing the County’s best interests in this process. By maintaining close contact with HCD and representing the needs of our clients, PMC has never failed to obtain certification of any of our Housing Elements.

PMC’s close proximity to HCD’s office makes it easy for PMC to meet with HCD staff as needed. PMC will serve as the County’s liaison to HCD. This service will include:



- Acting as the primary contact who will communicate with HCD staff as needed.
- Submittal of the public review draft Housing Element to HCD, including a transmittal letter detailing how the Housing Element meets state requirements.
- Completion of all required documents for HCD's streamlined process, including all applicable checklists.
- Completion of all revisions requested by HCD and any public or agency comments.
- Meetings and/or conference calls with HCD staff and County staff to discuss comments.

PMC anticipates working with HCD to address their comments on the public review draft sufficient to receive conditional certification based on incorporation of agreed-upon revisions into the adoption draft Housing Element. It is not anticipated that a second 60-day HCD review period will be necessary; however, PMC will allow enough time in the project schedule should a second 60-day review be necessary.

Deliverables: PMC will revise the public review draft Housing Element to address comments received from HCD on the public review draft Housing Element and will submit one (1) black-and-white hard copy and one (1) electronic copy in PDF format of the draft to HCD for their 60-day review. PMC will prepare memos to HCD if needed during the 60-day review period.

iv. California Environmental Quality Act (CEQA)

Administrative Draft Initial Study/Negative Declaration (IS/ND)

PMC proposes to prepare an Initial Study/Negative Declaration (IS/ND) for the purposes of evaluating the Housing Element under CEQA. The County's 1994 General Plan is sufficiently dated to preclude the option of preparing an addendum to the General Plan EIR to analyze the Housing Element. PMC will prepare the IS/ND in parallel with the public review draft Housing Element, finalizing the administrative draft IS/ND once the public review draft is authorized for submitted to HCD for their 60-day review. PMC will also be responsible for noticing associated with the IS/ND and the submittal of the IS/ND to the State Clearinghouse for circulation. The IS/ND will consist of a project description, CEQA environmental checklist, discussion of environmental issues, and references. The project description will summarize the proposed Housing Element revisions and areas of the county affected by specific programs that may have significant impacts. It will also include general location maps showing the areas of the county affected by those proposed programs.

The budget for the IS/ND assumes that PMC can use data from readily available sources (e.g., previously prepared IS/ND, the County's GIS, General Plan, engineering reports, master plans, and previous technical studies).

Prepare Public Review Draft Initial Study/Negative Declaration

This scope assumes a single set of comments from the County. PMC will revise the IS/ND based on County staff comments and prepare the revised document for public circulation. PMC will be available to address the environmental review during the public hearing process.

Prepare Final Initial Study/Negative Declaration

After the 30-day review period has expired, PMC will work with County staff to consider written comments received. PMC will then prepare a final IS/ND that consists of written public and agency comments received on the IS/ND, responses to those comments, and errata of any changes to the document and will file the Notice of Determination. The final environmental document will be approved concurrently with the final Housing Element.

Deliverables: In addition to all copies and requirements for submittal of the public review draft IS/ND to the State Clearinghouse, PMC will prepare one (1) electronic copy of the draft IS/ND in Microsoft Word and Adobe PDF format for County staff review and comment and one (1) electronic copy of the public review draft IS/ND in Microsoft Word and Adobe PDF format and one (1) electronic copy of the final IS/ND in PDF format.

v. Amend Housing Element (Second Revision) [if necessary]

If the County and HCD cannot reach agreement during the first 60-day review period for the draft Housing Element, PMC will prepare an additional amended Housing Element. Any significant changes will be discussed with the County's General Plan Update Committee.

Deliverables: If needed, PMC will revise the draft Housing Element in order to fully address HCD's review and submit one (1) black-and-white hard copy and one (1) electronic copy in PDF format of the revised draft to HCD for a second 60-day review.

vi. Community, Planning Commission, and Board of Supervisors Meetings

Public input is an essential component of the Housing Element update process. PMC will work with County staff to prepare a public outreach plan and conduct a series of public meetings to provide information regarding the update and gather feedback, ideas, and information from the community regarding housing needs and conditions.

Community Meetings

PMC will collaborate with County staff to coordinate and facilitate three community workshops. The first two workshops will be to gather input and feedback from county residents, property owners, neighborhood groups, housing advocates and service providers, and other stakeholders and interested parties. PMC will work with County staff to determine the content and agenda for each meeting and will prepare materials such as presentation slides, display materials, and handouts. The second workshop will be to present the draft Housing Element and receive feedback prior to submitting to the Planning Commission and Board of Supervisors for public hearings to submit the draft to HCD.

County staff will maintain a list of stakeholders, including known community groups and agencies serving low- and moderate-income households and persons with special needs. County staff will be responsible for noticing the meetings, booking the meeting facility, providing supplies, and setting up the meeting space.

PMC will summarize the content of each meeting including comments and suggestions in the updated Public Participation section of the Housing Element.



Public Hearings

PMC will attend one hearing with the Planning Commission for its review of the public review draft Housing Element prior to submitting the draft to HCD for their 60-day review. PMC will also attend one hearing with the Board of Supervisors for its review of the public review draft Housing Element and approval to submit the draft to HCD for their 60-day review. PMC will prepare a presentation summarizing the work conducted, comments received on the draft, and the analysis of sites to accommodate the County's RHNA and key proposed updates to implementation actions in the public review draft Housing Element.

Once the draft has been submitted, reviewed, and conditionally certified by HCD, PMC will attend one Planning Commission hearing for the Commission's review of the adoption draft Housing Element and draft IS/ND and recommendation to forward the draft to the Board of Supervisors for adoption. PMC will prepare a presentation summarizing the work conducted, comments received from HCD, and how HCD and other comments were addressed in the adoption draft Housing Element.

Once the draft has been submitted, reviewed, and conditionally certified by HCD, PMC will attend one Board of Supervisors hearing for adoption of the Housing Element and approval of the IS/ND. PMC will prepare a presentation summarizing the work conducted, comments received from HCD, comments received from the Planning Commission (if any), and how HCD and other comments were addressed in the adoption draft Housing Element.

PMC is available to attend any additional meetings with the Planning Commission, Board of Supervisors, or HCD staff on a time-and-materials basis.

Deliverables: The deliverables for the community, Planning Commission, and Board of Supervisors meetings are as follows:

- Prepare for and facilitate three public workshops.
- Prepare meeting materials, such as PowerPoint presentations, display graphics, or handouts.
- PMC will attend one (1) hearing with the Planning Commission and one (1) hearing with the Board of Supervisors prior to submittal of the draft Housing Element to HCD for their 60-day review, and one (1) hearing with the Planning Commission and one (1) hearing with the Board of Supervisors for adoption.

vii. HCD Completeness Checklist

The tasks associated with the HCD completeness checklist and the submittal of the Housing Element to HCD for review are included under Task F.iii above.

viii. Final Housing Element

Following review of the draft Housing Element by HCD and confirmation that the draft has achieved conditional certification, and review and adoption of the draft by the Planning Commission and Board of Supervisors, PMC will incorporate changes into the document and prepare the final adopted Housing Element. PMC will prepare a cover letter and submit the Housing Element for the final 90-day HCD review and certification. The adopted Housing Element will be submitted to HCD by September 30, 2015, 90 days prior to the County's December 30, 2015 HCD deadline for Housing Element adoption. PMC will correspond with HCD as needed to answer questions and address comments.

Deliverables: Final adopted Housing Element; electronic copy (Word and PDF formats) and one (1) bound color hard copy submitted to HCD.

ix. **State Certification**

Following submittal of the adopted Housing Element to HCD for their 90-day certification review, PMC will work with the County and HCD as needed to achieve certification of the Housing Element. This will include additional changes per HCD's request, if required, to achieve certification. Certification will be achieved before April 30, 2016 (the end of the state's 120-day grace period for Housing Element adoption for Stanislaus County).

Deliverables: If needed, PMC will prepare one additional (1) bound color hard copy and an electronic copy (Word and PDF formats) of the final Housing Element based on additional HCD input received during the 90-day review.

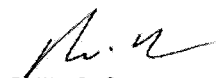


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Pricing Proposal

Please find to follow PMC's pricing proposal for the preparation of the Stanislaus County Housing Element as proposed. Please don't hesitate to contact Jennifer Gastelum at (916) 361-8384, ext. 10258, or jgastelum@pmcworld.com should you require any additional information. We look forward to the possibility of partnering with you on this exciting project.

Sincerely,



Philip O. Carter
President



Jennifer Gastelum
Project Director

Rate Sheet

Please find below the rate sheet for listed personnel.

Staff	Hourly Rate
Jennifer Gastelum – Project Director	\$140
Rob Sronce – Consolidated Plan Manager	\$125
Amy Sinsheimer – Housing Element Manager	\$125
Mark Teague – CEQA Project Manager	\$145
Susan Price – Senior Planner	\$115
Kim Obstfeld – Senior Planner	\$115
Seth Myers – Environmental Planner	\$85
Rosa Camacho-Chavez – Associate Planner	\$85
Courtney Wood – Associate Planner	\$85
Dana Hoffman – Assistant Planner	\$75
Jennifer Wiseman – Planning Tech	\$65
Jonathan Faoro – Senior GIS Analyst	\$105
Administrative Assistance	\$65

Package 1.B – Stanislaus County Housing Element

PMC proposes to prepare the County Housing Element for a fee of \$45,510. Please see the detailed fee schedules below by task and personnel.

County Housing Element	Total Cost	Total Hours	Jenny Gastelum	Amy Sinsheimer	Mark Teague	Seth Myers	Kim Obstfeld	Courtney Wood	Dana Hoffman	Jenny Wiseman	Jonathan Faoro	
			Project Director	HE Manager	CEQA Project Manager	Env. Planner	Sr. Planner	Assoc. Planner	Asst. Planner	Planning Tech	GIS	Admin
			\$140	\$125	\$145	\$85	\$115	\$85	\$75	\$65	\$105	\$65
Task a. Assessment – Evaluation of 2009–2014 Housing Element	\$2,930	28	2	10	0	0	4	8	0	0	0	4
Task b. Needs Analysis	\$5,600	58	2	12	0	0	0	16	16	0	12	0
Task c. Housing Resources and Opportunities	\$2,260	22	2	8	0	0	0	8	4	0	0	0
Task d. Housing Constraints	\$3,160	34	2	8	0	0	0	8	16	0	0	0
Task e. Housing Goals, Policies, and Quantified Objectives	\$2,980	24	4	12	0	0	8	0	0	0	0	0
Task f. Prepare and Finalize Housing Element	\$28,220											
i. Administrative Draft HE	\$3,410	38	4	8	0	0	0	8	0	0	0	18
ii. Draft HE	\$2,100	22	2	8	0	0	0	2	0	4	0	6
iii. Amend Housing Element	\$3,930	38	8	12	0	0	2	2	0	6	0	8
iv. California Environmental Quality Act (CEQA)	\$5,530	58	0	4	8	36	0	0	0	0	4	6
v. Amend Housing Element (Second Revision) [if necessary]	\$1,460	14	2	6	0	0	0	2	0	0	0	4
vi. Community (3), Planning Commission (2), and Board of Supervisors Meetings (2)	\$10,620	100	24	16	0	0	24	8	0	24	0	4
vii. HCD Completeness Checklist			Included in Task f.iii.									
viii. Final Housing Element	\$780	6	2	4	0	0	0	0	0	0	0	0
ix. State Certification	\$390	3	1	2	0	0	0	0	0	0	0	0
Subtotal	\$45,150	445										
Direct Costs (Printing)	\$360											
Total Fee for County Housing Element	\$45,510	445	55	110	8	36	38	62	36	34	16	50