

**PROFESSIONAL SERVICES AGREEMENT FOR  
Preparation of FY 2025-2029 Consolidated Plan, Update of Impediments to Fair Housing and Housing  
Condition Windshield Survey  
RFP 22-23-70**

This Agreement, entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Visalia, hereinafter referred to as the "CITY", and **Baker Tilly US, LLC** hereinafter referred to as the "CONSULTANT".

W I T N E S S E I T H

**WHEREAS**, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

**WHEREAS**, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Work" in RFP No. 18-19-45, including addendums, which along with the response submitted by CONSULTANT is attached as Exhibit "A", and hereinafter referred to as the "PROJECT"; and

**WHEREAS**, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

**NOW, THEREFORE**, CITY and CONSULTANT agree as follows:

**I. SERVICES TO BE PERFORMED BY THE CONSULTANT**

- A. Authorized Scope of Work: The CONSULTANT agrees to perform all work necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Work, which shall be the Scope of Work for the project as described in RFP No. 22-23-70, unless the parties agree in writing to modify the Scope of Work as stated in the RFP, for the cost identified in Exhibit "B" - Project Fee.
- B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached Exhibit "B" – Consultant Schedule of Fees for Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

**II. TIME OF PERFORMANCE**

The CONSULTANT shall commence performance of this Agreement within ten (10) days of the effective date on the Consultant's written Notice to Proceed and shall complete the work within the timeframes outlined in Exhibit "C", unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the PROJECT within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in a writing signed by both parties.

### III. COMPENSATION

- A. Total Compensation: For services performed pursuant to this Agreement, the CITY agrees to pay and the CONSULTANT agrees to accept, a maximum amount of **one hundred seventeen thousand, one hundred forty-nine dollars and no cents (\$117,149)** as shown in Exhibit "B" according to the specified Tasks "A", in the amount of \$111,981; and Task "B" in the amount of \$5,168 as shown in the schedule. This amount shall constitute complete compensation, including document production and out-of-pocket expenses for all services for the work and PROJECT identified in Exhibits "A" and "B". CONSULTANT agrees these amounts, as authorized, will constitute complete compensation, including document production and out-of-pocket expenses, for services authorized by CITY for the PROJECT per the Scope of Work, Project Fees, and Schedule identified in Exhibit "A", and "B" respectively. No other compensation is authorized by this Agreement without separate written amendment.
- B. Payment of Compensation: The CONSULTANT shall be compensated no more than monthly, based on percentage of work of each noted phase and "Task" completed to date. The CONSULTANT shall be paid no later than thirty (30) days following submission of a written, verified billing to the CITY. Said billing shall include the percentage of each task completed to date and since the date of the preceding billing, if any.

### IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The **Finance Department, Housing Division** shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Visalia is specifically required.
- B. CONSULTANT: **Jolena Presti, Managing Director**, shall represent and act as principle for CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

### V. TERMINATION

The right to terminate this Agreement, with or without cause, may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

- A. Termination By Either Party Without Cause: The CITY or CONSULTANT may terminate this Agreement at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
- B. Termination of Agreement for Cause: The CITY may by written notice to the CONSULTANT specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
  2. If the CONSULTANT fails to make progress under this Agreement as to endanger performance of this Agreement in accordance with its terms and does not correct such failure within a period of **fifteen (15) days** (or longer period as the CITY may authorize in writing) after receipt of notice from the CITY specifying such failure.
- C. Post-Termination:

1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.
2. Except with respect to defaults of sub-consultants, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a sub-consultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the sub-consultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement.
4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily completed to the date of termination according to compensation Provisions contained herein. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.
5. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

## **VI. INTEREST OF OFFICIALS AND THE CONSULTANT**

- A. No officer, member, or employee of the CITY who exercises any functions or responsibilities in the review or approval of this Agreement shall:
  1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
  2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

## **VII. NO PERSONNEL, AGENCY, OR COMMISSION**

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## **VIII. SUBCONTRACTING**

- A. The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of the CITY.
- B. In no event shall the CONSULTANT subcontract work in excess of 50% of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of project.

## **IX. INDEPENDENT CONTRACTOR**

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

## **X. SPECIFICATIONS**

All specifications, manuals, standards, data collection, analysis, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

## **XI. DOCUMENTS/DATA**

- A. Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY.

Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

- B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or

organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

- C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes. Should CONSULTANT place a copyright notice on documents it must state, "City of Visalia holds a nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the material for government or public purposes."

## **XII. INDEMNIFICATION AND INSURANCE**

As respects acts, errors, or omissions in the performance of services, CONSULTANT agrees to indemnify and hold harmless CITY, its elected and appointed officers, and employees from and against any and all claims, demands, losses, reasonable defense costs, or liability, whether actual, alleged, or threatened, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT in the performance of his/her services under the terms of this Agreement, except to the extent those arise out of the negligence of CITY.

- A. CITY agrees to indemnify and hold harmless CONSULTANT, its officers, employees, and designated volunteers from and against any and all losses, defense costs, or liability to the extent arising out of CITY'S negligent acts, errors or omissions in the performance of this Agreement.
- B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, reasonable defense costs, or liability of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligence of CITY.
- C. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CITY nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or sub consultants shall be liable to the other or shall make any claim for any remote or speculative breach of contract damages that the breaching party could not have reasonably foreseen when entering into this Agreement. To the extent this Agreement is considered a "Construction Contract" as defined by California Civil Code section 2783, CONSULTANT's duty to indemnify CITY under this or any other provision of the Agreement shall not apply when to do so would be prohibited by California Civil Code section 2782.
- D. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
1. Workers' compensation insurance as required by California statutes.
  2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include

coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).

3. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
4. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

- E. CITY'S Risk Manager is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in the CITY'S best interest.
- F. CONSULTANT agrees to provide thirty (30) days written notice of any policy cancellation, limitation in scope or coverage, or non-renewal. Such notice shall be provided to the, City of Visalia, 707 W. Acequia Avenue, Visalia, CA 93291.

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

**"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."**

**"The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."**

- G. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.
- H. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
  2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or

3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

### **XIII. NON-DISCRIMINATION**

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

### **IV. MISCELLANEOUS PROVISIONS**

- A. Firearms Prohibited: Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.
- B. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.
- C. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- D. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties in this Agreement without the written consent of the other party.
- E. Dispute/Governing Law: Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.
- F. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

CITY OF VISALIA  
707 W. Acequia Ave.  
Visalia, CA 93291  
Attention: City Clerk

CONSULTANT  
Baker Tilly, US, LLC  
Attn: Jolena Presti, Managing Director  
Phone: (312) 228-7262  
Email: Jolena.presti@bakertilly.com

- G. Jurisdiction/Venue/Waiver Of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Tulare County, California. The CONSULTANT hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- H. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.
- I. Conflict With Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- J. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- K. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- L. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- M. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

**IN WITNESS WHEREOF**, this Agreement is executed on the day and year first above written.

CITY OF VISALIA

CONSULTANT

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

Approved as to Form

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

\_\_\_\_\_  
Date"

\_\_\_\_\_  
Risk Manager

\_\_\_\_\_  
Date:



Project Manager

Date:

Exhibit "A": Proposal by the Consultant as per (RFP 22-23-70)

Exhibit "B": Accepted Cost as Negotiated by the City and the Consultant and Consultant Schedule of Fees

Exhibit "C": Accepted Project Schedule

Exhibit "D": MBE/WBE Forms

Exhibit "E": RFP 22-23-70 (Accepted Scope of Work)

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Exhibit "A" Proposal by Consultant as per RFP 22-23-70

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November 28, 2023

# City of Visalia, California

Forward-thinking housing to help meet your needs —  
today, tomorrow and for years to come

Response to RFP NO. 22-23-70 Professional service for  
the preparation of FY 2025-2029 Consolidated Plan and  
Analysis of Impediments to Fair Housing

## A. General information

*Our firm has the reputation, resources and reach to address the challenges you face as a public sector organization — both now and in the future.*

*Firm name, address, telephone number, fax number and email address.*

### Providing our firm location and contact information

Baker Tilly US, LLP  
205 N Michigan Ave, 28th Fl  
Chicago, IL 60601-5927

T: +1 (312) 729 8000  
F: +1 (312) 729 8199

*Account Representative or other person to contact for clarification of any item contained in the proposal. Include telephone number, fax number and email address if different from above.*

### Providing our account representatives and locations

Jolena Presti will be the authorized representative, and Monique Caston will be the project manager and primary point of contact for the City of Visalia for all day-to-day questions about the project's status and billing.

AUTHORIZED REPRESENTATIVE	ENGAGEMENT TEAM LEADER
Jolena Presti, Managing Director 777 E Wisconsin Ave, 32nd Fl Milwaukee, WI 53202-5313 T: +1 (414) 777 5490 F: +1 (414) 777 5555 <a href="mailto:jolena.presti@bakertilly.com">jolena.presti@bakertilly.com</a>	Monique Caston, Consultant Manager 205 N. Michigan Ave, 28th Fl Chicago, IL 60601-5927 T: +1 (312) 228 7262 F: +1 (312) 729 8199 <a href="mailto:monique.caston@bakertilly.com">monique.caston@bakertilly.com</a>

*Specify type of organization.*

### Providing our firm's current form of organization

Baker Tilly US, LLP is a limited liability partnership registered in Illinois. No partner holds more than a 2% ownership stake in our firm.



## A. GENERAL INFORMATION

Personnel of the Proposer's Firm must be identified in the proposal with their background and the firm must give assurances of continuity of its personnel. A contact person needs to be identified.

### Aligning key engagement team members with your goals

Your handpicked team of professionals offers a collaborative focus supported by the breadth and depth of our firm's national resources. We believe in strong personal relationships, which means a personal interest in the City of Visalia from some of our most experienced team members. Engagement team members are introduced below; complete resumes are available in **Tab 3**.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR THE CITY OF VISALIA	
Engagement leadership	
	<b>Jolena Presti — Managing director</b>
	<b>Role: Project lead</b> <p>Jolena has more than 20 years of experience advancing innovative solutions for public and private sector clients. Jolena has a targeted practice in economic development strategy and implementation of complex public and private redevelopment and community revitalization efforts. Jolena joined Baker Tilly as a Managing Director after 15 years in leadership with a Midwest economic development and planning firm, where she was Principal of the Milwaukee office. Jolena earned a Master of Public Administration and Urban Planning from the University of Washington, Seattle. Jolena is a member of the American Institute of Certified Planners (AICP) and the American Planning Association.</p>
	<b>Monique N. Caston, MSW, MSM — Consulting manager —Project contact</b>
	<b>Role: Project manager</b> <p>Monique has 16 years of progressive leadership experience working in the public, private and not-for-profit sectors. She is a subject-matter specialist in affordable housing, grants administration, and program management. Monique provides program management assistance to assess and document client resources to determine current and desired operating states to ensure alignment with organizational visions and goals. She has worked alongside several government agencies such as the Department of Housing and Urban Development, the Chicago Housing Authority (CHA), the District of Columbia Housing Authority (DCHA), and Cook County Government in Illinois. While at CHA, Monique provided oversight of several programs within the Resident Services department, including the Family Self-Sufficiency, Homeownership, and Mobility Counseling programs. Monique has experience working with various federal funding grant sources, including CDBG, CoC, HOME, HOME-ARP, ESG, VASH, JAG, FEMA and UASI funds.</p>
	<b>Kwaku C (KC) George — Director</b>
	<b>Role: Equitable economic development SMS</b> <p>KC is a Director with a strong legacy of strategically leading real estate development, housing finance and economic development with an entrepreneurial spirit that promotes the creation of affordable, mixed-income and market rate development in the Southeast and Mid-Atlantic region. He has comprehensive expertise in real estate, financially structuring multifamily projects and sourcing equity and debt. KC has been successful with procuring public and private resources and partnerships to support new business.</p>

## A. GENERAL INFORMATION

### INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR THE CITY OF VISALIA

#### Engagement support

##### Susan Price — Senior Consultant

##### *Role: Subject matter specialist*

Susan has more than 20 years of professional experience working in the public sector to build responsive systems of care to address homelessness. She was the lead manager for the City of Long Beach Continuum of Care for 14 years, developing policies and programs, implementing new HMIS and Coordinated Entry Systems, operating a City-funded access center with 12 co-located nonprofit partner agencies and building the Villages at Cabrillo, a former naval barracks conveyed to the City for housing development. The City of Long Beach, as a member of the Gateway Council of Governments, commissioned Susan to lead the regional homelessness strategy for the COG's 28 cities within Los Angeles County.

Susan is the founding member of the Southern California CoC Alliance, which meets semi-annually to share best practices and technical assistance to lead agencies for Federal HUD Continuum of Care grant recipients.

As the County of Orange's first Director of Care Coordination, Susan worked with the County and its 34 cities to create three Service Planning Areas (SPA) in the County, which led to the North SPA Cities to adopt a regional memorandum of understanding to open two shelters (250 beds) for the 13 cities in the region.

Other Orange County initiatives in her multisectoral approach to homelessness included the Regional Housing Finance Trust for 2,700 housing units, the Behavioral Health "Be Well" campus diverting mental health and detox crisis from hospital emergency rooms to a specialized crisis intake center, support for the Correctional Stepping Up Initiative addressing behavioral health and recidivism in corrections and over 1,200 new shelter beds sited, designed and built during her tenure.



##### Dimitrius "DJ" Hutcherson — Consultant

##### *Role: Subject matter specialist*

DJ has been with Baker Tilly since 2022 with the public sector advisory team. DJ worked with the HOME-ARP team, engaging stakeholders via focus groups, surveys and analyzing feedback regarding combating homelessness in the area.



##### David Haviland — Senior Manager, market study

##### *Role: Real estate advisory specialist*

David has been conducting real estate market research and consulting services since 2001. He provides effective and practical solutions for property owners, tenants, mortgage lenders, public officials and others involved in all aspects of the real estate process. His strong background in finance and the real estate industry provides a sound, thorough evaluation of real estate situations.



##### Sam Bucheger — Consultant

##### *Role: Senior housing market analyst*

Sam is a market study analyst with Baker Tilly and has been with the firm since 2019. He is a member of the firm's real estate advisory group and provides market research and consulting services. He provides effective and practical solutions for property owners, tenants, mortgage lenders, public officials and others involved in all aspects of the real estate process.



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### INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR THE CITY OF VISALIA



**Baron J. Bell — Partner, Community Development Experts (CDE)**

**Role: Subject matter specialist (consolidated plan)**

Baron has more than 25 years of professional experience working on programs and projects related to the U.S. Department of Housing and Urban Development's (HUD's) Community and Planning Development Department. He is an experienced trainer in HUD programs and reporting systems used by the department to enhance community-based organizations' efforts in improving the quality of life within their communities.

Baron will serve as the consulting team's technical expert in the areas of:

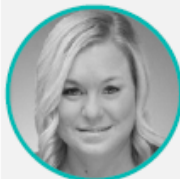
- Federal regulations from the Department of Housing and Urban Development (HUD)
- Tasks related to the completion of the Consolidated Plan, Annual Action Plan, and the Analysis of Impediments for Fair Housing Choice
- IDIS and HMIS technical assistance
- CDBG/HOME/HOME-ARP, ESG/HOPWA federal funding
- Coordinated entry
- Needs assessment
- Housing market analysis



**Darryl Marshall — Partner, ZRM**

**Role: Subject matter specialist (hazard mitigation)**

Darryl is a partner and subject matter specialist with 14 years of disaster recovery experience, including hazard mitigation, individual assistance, public assistance and CDBG. Darryl has worked on several Presidentially Declared Disasters, including Hurricane Katrina, Hurricane Sandy, Hurricane Harvey, and the COVID-19 Pandemic. During his career, Darryl has processed over \$75 million in projects/applications for applicants across a wide range of Disaster Recovery Programs. Throughout this engagement, Darryl will support efforts to complete hazard mitigation analyses and activities for the market analysis.



**Kim Ryals — Consultant, ZRM**

**Role: Subject matter specialist (hazard mitigation)**

Kim is a consultant with over 17 years of experience specializing in FEMA Hazard Mitigation and Non-Disaster Grant programs. As a senior grant manager, Kim has expertise with all FEMA Hazard Mitigation Assistance programs and HUD CDBG-DR Programs. Throughout this engagement Kim will support efforts to complete hazard mitigation analyses and activities for the market analysis.

#### THE CITY OF VISALIA WILL RECEIVE TANGIBLE RESULTS WITH BAKER TILLY

*All engagement team members are committed to the City of Visalia's success. Their industry experience and service expertise translate into tangible results for the City.*

### Securing our proposed team members' availability

We are committed to staffing your project with our proposed team. To make sure this happens, our firm uses ProStaff scheduling software to plan and secure each team member's availability. Project managers will also meet monthly to make sure our time is managed to meet your needs.

The team members identified in this proposal will perform the City's consolidated plan work. They will not be substituted with other personnel or reassigned to another project without the City's approval.



## B. Proposed project approach

*Summarize your approach and understanding of the project and any special considerations of which the City of Visalia should be aware. Indicate clearly, the levels of participation you will expect from City of Visalia staff in the fulfillment of the contract. The contents of this section shall be determined by the proposer, but should demonstrate an understanding of the special characteristics of the project.*

*This section shall outline the proposed approach to the project. This approach or scope of work shall be in Tabs.*

### Understanding your needs to achieve your objectives

As a federal recipient of Community Planning and Development (CPD) formula grant funding (i.e., Community Development Block Grant (CDBG) program, HOME Investment Partnerships (HOME) program, Emergency Solutions Grant (ESG) program and Housing Opportunities for Persons with AIDS (HOPWA) program) from the Department of Housing and Urban Development (HUD), the City is required to complete and approved Consolidated Plan — a comprehensive planning document of the local government. The Consolidated Plan is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions and to make data-driven, place-based investment decisions. 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 the CPD formula block grant programs.

HUD also requires that the recipients of CPD formula block grant programs submit an Annual Action Plan prior to the start of every fiscal year that describes how federal funds will be used toward implementing the programs and actions outlined in the Consolidated Plan.

The City of Visalia is seeking proposals from a qualified consulting firm with an understanding of HUD regulations and experienced principal staff for the development, preparation and submission of the FY 2025 – FY 2029 Consolidated Plan and first-year Annual Action Plan in accordance with all applicable requirements under the Code of Federal Regulations 24, CFR Part 91. Additionally, an updated Analysis of Impediments to Fair Housing Choice (AI) is being requested by the City, which will require the consultant to provide technical assistance and development of the AI based on HUD's Fair Housing rules, regulations, and established requirements.

### Our approach to achieving your objectives

#### Task A – Analysis of Impediments (AI) to Fair Housing Update

##### Research

Baker Tilly will gather and review pre-existing documentation (ex., previous completed AI's completed by the City in prior years, City policies, procedures, etc.), relevant data, and recent studies to identify possible impediments to fair housing throughout Visalia. To facilitate our research, at the start of our engagement, Baker Tilly will submit an information request to the City, including a list of requested documents, maps, tables, etc., of pre-existing information and data for review and analysis. As needed (based on our initial review), Baker Tilly may request additional supplemental information from various partner agencies for review that will assist our team with assessing the possible impact on fair housing choices throughout the City and with determining fair housing goals to affirmatively further fair housing.

Concurrently, our team will also conduct a review of prior and current activities executed by the City and its partnering organizations to learn more about if and how these activities have promoted fair housing across the City.

## B. PROPOSED PROJECT APPROACH

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With our review, Baker Tilly will assess:

- local policies, procedures, ordinances, and practices that relate to fair housing
- factors that may impact the fairness and legality of housing transactions
- marketing materials for housing units to determine if they comply with fair housing laws
- pricing strategies to determine if there appear to be any discriminatory pricing trends, significant variances in pricing structures, etc., that have occurred among groups of individuals representative of any particular protected class
- Housing properties and units to ensure they meet accessibility standards and that reasonable accommodations and/or modifications are being offered as needed
- application processes (for rentals and sales) to ensure all processes are fair, equitable, and applied consistently across all applicants
- Training requirements and occurrences for personnel involved in sales or rental processes to ensure they remain up-to-date on fair housing laws and practices

Baker Tilly will also collaborate with the Fair Housing Council of Central California, an organization hired by the City to perform various testing activities, to obtain and review testing results for relevancy and inclusion within the AI as appropriate for inclusion within the AI. If deemed acceptable by the City, as needed, Baker Tilly will coordinate meetings with the Fair Housing Council of Central California to discuss testing results in comparison to activities executed throughout the City that have been designed to promote fair housing.

### Public presentation

Baker Tilly acknowledges that inclusive public participation is critical to fair housing planning efforts. To include and reach the most community members and stakeholders, Baker Tilly will create, in consultation with the City, various marketing materials for review, feedback and approval that can be used to promote outreach efforts further. Suggested marketing materials, which will be translated into Spanish and any other language as requested by the City, may include flyers, social media posts, surveys, email campaigns, webinars, and public notices that will be used to garner more engagement and feedback from the public.

Our team will also identify key stakeholder groups (ex., citizen advisory groups) and members of the public throughout the City to participate in engagement efforts to acquire additional local data and information related to fair housing practices. To ensure all meeting participants have an understanding of the overall purpose of the AI, our team will prepare an overview presentation (in addition to any agendas, applicable handouts, etc., to support clarifying the purpose of the AI) that will be shared at the start of each focus group meeting. Baker Tilly will facilitate up to two focus group meetings with community stakeholders (ex., local businesses, neighborhood groups, realtors) and up to two focus group meetings open to individual members of the community. Meetings may be held in person and/or remotely based on the need. Upon consultation with the City, Baker Tilly will determine and develop the most appropriate data collection methods and questions that will be used to gather input from all participants.

Once the initial draft of the AI has been prepared, Baker Tilly will present the draft AI (including supporting data) to the City for review, comments, and approval. Afterward, the draft AI (including supporting data) will be presented to the public for comment in accordance with the City's Citizen Participation Plan. Any feedback received from the public will be reviewed, considered, and included within the final AI and Consolidated Plan.



## B. PROPOSED PROJECT APPROACH

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### Recommendations

Using the information gained from prior tasks, Baker Tilly will analyze information and data collected to complete the City's draft AI. The analysis will include organizing and preparing the data received, categorizing and coding responses to make feedback easier to assess and concluding with interpreting the data to pinpoint possible fair housing issues and present recommendations to remedy any fair housing impediments. Upon completion of our analysis, Baker Tilly will identify, prioritize, and summarize significant fair housing contributing factors, which will, in turn, inform future goal setting and support the identification of strategies, corrective actions, and policy responses to fair housing issues. Prior to formally sharing any findings, Baker Tilly will present all preliminary information to the City for initial review, discussion, and feedback.

To address negative findings, Baker Tilly will develop an action plan for the City for implementation of any policy and/or program changes needed as a result of the identification of impediments to fair housing. Items for action and implementation may include, but are not limited to:

- a thorough policy review to ensure current policies are in legal compliance and the identification of necessary policy revisions
- identification of established education and training programs that can be held internally (with staff) or externally (with landlords, real estate professionals, property managers, etc.) focusing on the elimination of discriminatory practices that may exist and cultural competency
- execution of properties and/or housing unit accessibility assessments
- development of new and/or revising of pre-existing marketing strategies to ensure they are inclusive of a diverse audience
- creating a new and/or updating a complaint submission and resolution process for individuals who want to file a fair housing complaint
- cultivate and maintain ongoing partnerships with various government agencies, nonprofits, and community organizations dedicated to the successful progress of the enforcement of fair housing initiatives to share and leverage resources and create a collaborative approach to address various fair housing challenges
- Maintaining regular collaboration with legal representatives to ensure the City remains abreast of any new changes to fair housing laws to ensure ongoing compliance
- establishing robust metrics that will enable the City to measure the effectiveness of newly implemented policies and/or program changes

### Report

Baker Tilly will summarize all feedback and prepare all draft supporting materials into a format and organizational structure in compliance with all federal regulations, guidelines, and notifications to prepare a comprehensive draft and final AI for submission to HUD. Once the initial draft of the AI has been prepared, Baker Tilly will present it to the City for their review, comments, and, ultimately, approval. After review and acceptance of the draft AI by the City, the report and supporting data will be released to the public for a public comment period of no less than 30 calendar days to review and submit their comments for consideration and inclusion.

### Introduction and Executive Summary

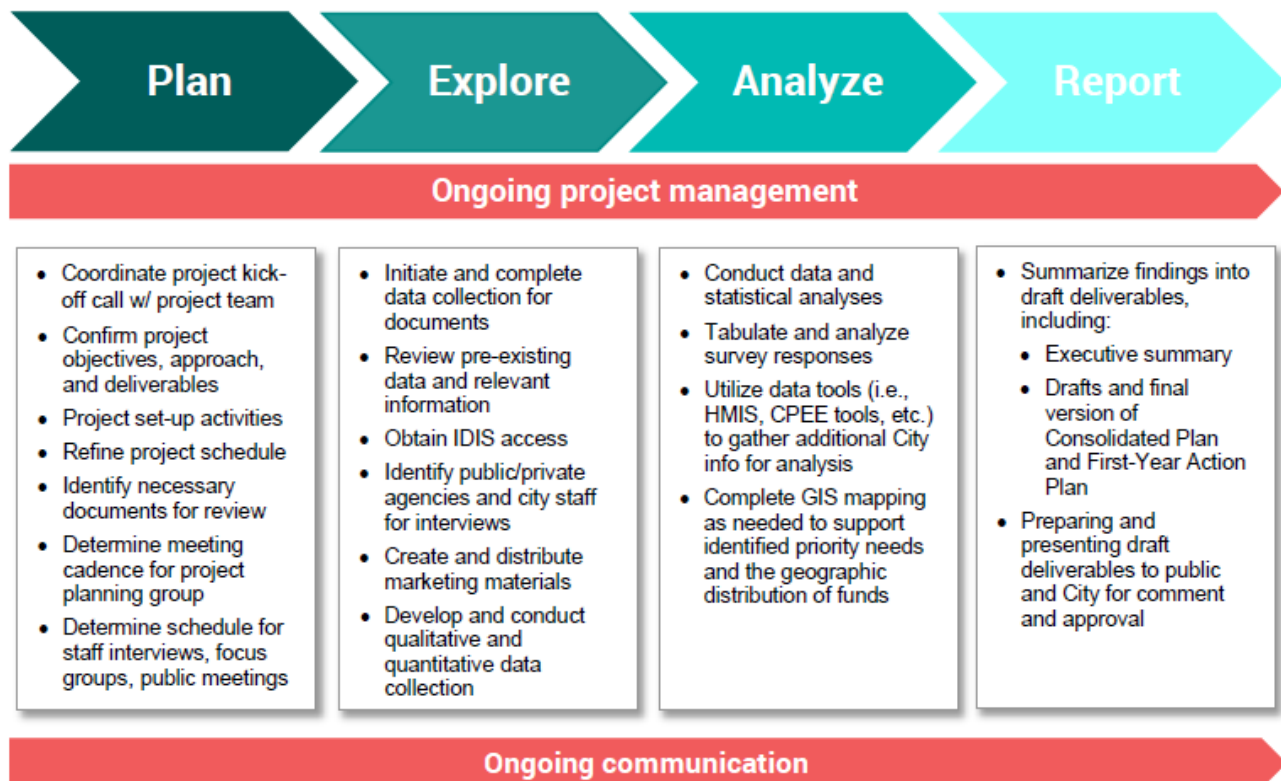
Baker Tilly will prepare a comprehensive executive summary that summarizes the City's process toward completing the final Analysis of Impediments. The executive summary will include a high-level overview of tasks and actions completed to reach a final AI and a visual representation of data utilized (i.e., graphs, tables, charts, etc.) to support the information included within the AI.

## B. PROPOSED PROJECT APPROACH

### Task B – Con Plan, including Citizens Participation Plan

#### Project methodology

To gain critical public input from community stakeholders and citizens to provide the City with the guidance needed to develop a well-informed Consolidated Plan, Baker Tilly's project methodology is organized into four phases:



#### Plan

Baker Tilly will initiate and mobilize the City to ensure all participants share a common understanding and commitment to the goals of the needs assessment and gap analysis. During this phase, Baker Tilly will work with the City to complete all project kick-off activities (i.e., facilitate a formal project "kick-off" call with the dedicated project team, identify main point-of-contacts from the City and Baker Tilly, refine the project timeline, complete billing-related set-up activities, etc.). Additionally, Baker Tilly will work alongside the City to coordinate outreach efforts with key staff from various departments and agencies for community and stakeholder outreach activities. Baker Tilly will also work with the City to obtain IDIS access and use the online tool to define performance measurement indicators and set goal outcomes to be included within the consolidated plan.

Throughout the engagement, Baker Tilly will also initiate and execute several standardized project management tasks, including but not limited to:

- Project set-up tasks (ex., providing the City with access to Baker Tilly's web-based document management software that ensures data security when collaborating and sharing documents)
- Bi-weekly project status meetings (meetings with the City and internal Baker Tilly project team meetings)
- Preparing bi-weekly project status reports
- Monthly invoicing activities
- Baker Tilly gaining access to HUD's IDIS system

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## B. PROPOSED PROJECT APPROACH

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### Explore

Baker Tilly will gather and review pre-existing documentation and data (ex., previous consolidated plans, action plans, Analysis of Impediments to Fair Housing Choice, etc.) that highlights the current state of the City's market conditions, affordable housing and community development programming in comparison to the needs of Bozeman's residents. During this phase, Baker Tilly will prepare and present an information request to the City, which will include a list of requested documents, maps, tables, etc., of pre-existing information and data for review and analysis that will support the development of the consolidated and first-year action plans. Additionally, Baker Tilly will collaborate with the City to identify public/private agencies, the City's staff and members of the City Council to complete consultation activities as outlined in [24 CFR §91.100](#).

Baker Tilly acknowledges that inclusive public participation is critical to fair housing planning efforts. To maximize engagement and participation among cooperating cities, community stakeholders, and members of the community, Baker Tilly will coordinate and facilitate multiple meeting types and meaningful/intentional outreach efforts to acquire additional local data and knowledge. Meeting types may include, but are not limited to:

- Consultation focus group meetings with community stakeholders (e.g., local businesses, neighborhood groups, nonprofits)
- Agency focus groups (e.g., broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood-prone areas, public land or water resources, and emergency management agencies)
- Public focus group meetings with community members (e.g., members of specific protected classes)
- Public hearings (virtual and in-person meeting options at various times of day to better accommodate individuals with various scheduling needs)

Baker Tilly will collaborate with the City to identify public/private agencies, the City staff and members of the City Council to complete consultation activities as outlined in [24 CFR §91.100](#). To include and reach the most community members and stakeholders, Baker Tilly will create, in consultation with the City, various marketing materials for review, feedback and approval that can be used to promote outreach efforts further. Suggested marketing materials, which will be translated into Spanish and any other language as requested by the City, may include flyers, social media posts, surveys, email campaigns, webinars and public notices that will be used to garner more engagement and feedback from the public during the planning process. Additionally, Baker Tilly, upon consultation with the City, will determine and develop the most appropriate qualitative and quantitative data collection methods that will be used to gather public/private agencies and community input.

### Analyze

Using the information gained from prior tasks, Baker Tilly will analyze information and data collected to complete the City's Consolidated Plan. Specifically, Baker Tilly will analyze data obtained from sources such as IDIS reports, previously prepared CAPERs, HMIS reports, etc.) to evaluate the City's past performance to inform ongoing strategies and investment decisions with federal funding. Through a comprehensive analysis of past performance, Baker Tilly will be better positioned to support the City's efforts of adjusting future program design and possibly reallocating resources to support more effective activities that will benefit the community.

### Report

Baker Tilly will summarize all feedback, including survey results and verbal feedback received during focus groups, community meetings and public hearings, while using additional data tools to prepare a comprehensive draft and final Consolidated Plan.

## B. PROPOSED PROJECT APPROACH

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### Project tasks

#### Phase A — plan

*This step includes the tasks necessary to solidify a mutual understanding of the project scope, objectives, deliverables and timing. It also ensures appropriate client and consultant resources are available and well-coordinated.*

#### Confirm scope, objectives, timing and responsibilities

This ongoing task will include communication between the Baker Tilly project team and the City's project steering committee. Throughout the duration of the engagement, Baker Tilly proposes that the City's role will be to participate in and attend status update meetings and ad hoc meetings (as needed), provide review/feedback/approval of deliverables and assist Baker Tilly with coordinating and scheduling meetings with key the City staff, public/private agencies, and members of the City Council. Baker Tilly will work to confirm the project's scope, objectives, timeline and key responsibilities for the project team. The following subtasks will be completed:

#### Arrange logistics/administrative support

- Scheduling of formal project kick-off call
- Review and confirm project objectives, approach and deliverables, including expectations
- Review, refine and confirm project schedule
- Identification of key department contacts for day-to-day interactions with the City staff responsible for managing services provided under the contract
- Identify communication channels, reporting relationships and responsibilities of project staff
- Establish meeting cadence to discuss the project's overall progress and submit status reports
- Initiate data collection efforts
- Identify schedule availability for any relevant staff interviews, focus groups, community meetings, public hearing(s)
- Determine workspace and support requirements if onsite presence is required (depending upon accessibility due to potential restrictions imposed by the City on external guests)
- Determine most appropriate billing format and point of contact, vendor set-up, etc.
- Provide access to necessary documents and technology (ex., HUD IDIS, etc.) for sharing documentation
- Any remaining contractual matters, etc.

#### Create, review and finalize the project work plan

- Outline and confirm all project deliverables
- Develop detailed tasks associated with project deliverables and respective completion deadlines
- Identify Baker Tilly project team members and the City's project steering committee members responsible for each task
- Identification of resources needed to complete each task
- Review of project work plan by the City's project steering committee

#### Phase B — explore

*This step includes the tasks necessary to complete key components of the City's FY 2025 – FY 2029 Consolidated Plan.*

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## B. PROPOSED PROJECT APPROACH

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### Review background information

To drive the direction of this engagement, Baker Tilly will initially request relevant documentation and resources from the City that will provide our project engagement team with critical information that will further prepare us to complete the City's Consolidated Plan. Specifically, the Baker Tilly team may request and review the following resources (this list is non-exhaustive):

- Local data and information from the City
- Previously collected input from citizens/advocates/service providers
- FY 2020-2024 Consolidated Plan
- FY 2018 – FY 2024 Annual Action Plans
- HOME-ARP Allocation Plan (if applicable)
- City of Visalia 2023 – 2031 Housing Element Update
- 2022 Point-in-Time Count Survey
- City-County Affordable Housing Plan
- Homeless Statistics
- Citizen Participation Plan
- CoC Housing Inventory County
- 2020 - 2021 CAPER Report
- Fair Housing Resources
- Analysis of Impediments to Fair Housing Choice
- Listing of the City's public/private agencies with focuses on homelessness, affordable housing, victim services, health, lead-based paint hazards, priority community development, transportation, public housing authorities, broadband internet service providers, emergency management, elderly, etc.
- Other relevant information as appropriate

### IDIS access and usage

To prepare the FY 2025 – FY 2029 Consolidated Plans, Baker Tilly will utilize the Consolidated Plan template that is embedded within HUD's eCon Planning Suite that is included within IDIS. To use the Consolidated Plan template, Baker Tilly will complete and submit a HUD Form 27055: IDIS Online Access Request Form and provide it to the City for review prior to submission for a formal IDIS account. This will allow Baker Tilly access (in a limited capacity) to the City's IDIS account activity during the Consolidated Plan planning process; Baker Tilly will follow the guidance of HUD's eCon Planning Suite Desk Guide and Code of Federal Regulations (CFR) [Part 91 - Consolidated Submissions for Community Planning and Development Programs](#).

### Consultation with public/private agencies, city staff and the City Council

Stakeholder involvement is a cornerstone of successful strategic planning and coordination to prepare a comprehensive consolidated Plan. Baker Tilly will work alongside the City, public/private agencies, service providers, not-for-profit organizations, advocacy groups and community-based organizations to facilitate conversations focusing on the City's needs for housing and supportive services for the next five years. Baker Tilly will coordinate and facilitate up to 12-1.5 hour in-person and/or virtual Community Stakeholder Focus Groups organized by various themes to garner critical and valuable feedback from agencies. Public/private agencies will be invited to attend and can participate in more than one focus group, which will allow them the ability to provide feedback across multiple themes.

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## B. PROPOSED PROJECT APPROACH

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Focus group themes will be discussed and finalized in collaboration with the City. However, themes may include the following:

- Homeless/Affordable housing
- Healthcare
- Child welfare
- Community development
- Victim services
- Employment
- Education
- Elderly persons/persons with disabilities

Once agencies have been identified, Baker Tilly will extend invitations to all agencies to participate in at least one focus group. Interviews with city staff and City Council members may include, but are not limited to, the following:

- Executive Director (if applicable)
- The City's Commission Members (if applicable)
- City Manager
- Assistant City Manager (if applicable)
- Housing and CDBG Services staff
- Community Development Staff
- Economic Development Staff

To further engage public/private agencies, Baker Tilly will design and implement an Agency Needs Assessment Survey upon completion of interviews and focus groups to gather additional feedback regarding priority needs throughout the City. With the execution of online surveys, agencies will have the ability to provide additional feedback that supplements the responses provided during focus groups and can also serve as their primary feedback in the event they were unable to participate in a focus group.

### **Key activities**

- Confirm list of public/private agencies, the City staff and Council members for inclusion in consultation effort
- Prepare Consolidated Plan overview presentation for stakeholders to provide understanding of the consultation process
- Schedule and facilitate focus groups
- Create and launch Agency Needs Assessment Survey
- Analyze focus group feedback and survey responses
- Interview selected the City staff/City Council members/individual community leaders as appropriate
- If applicable, confirm meeting spaces for in-person meetings

As mentioned previously, Baker Tilly will use the following types of outreach and engagement methods to engage agencies and facilitate conversations focusing on the City's unmet needs and gaps in affordable housing options and service delivery systems for its most vulnerable citizens.

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## B. PROPOSED PROJECT APPROACH

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### **Citizen participation**

Citizen engagement and participation is critical to developing a comprehensive consolidated plan. Baker Tilly will work alongside the City to design an engagement process that maximizes community outreach throughout the city by offering various opportunities for participation by citizens. Baker Tilly will identify, design, promote and execute multiple outreach methods to facilitate public participation among residents. Baker Tilly will also collaborate with the City to review and follow its' previously established Citizen Participation Plan to determine the most appropriate outreach efforts to meet with local citizens and time frames for residents to provide comments.

Baker Tilly acknowledges that obtaining public participation and feedback for the final Consolidated Plan may present a challenge for a variety of reasons (e.g., scheduled meeting times and locations may be inconvenient for some, etc.). To proactively address this potential challenge, we will utilize a variety of outreach methods as needed to collect the necessary feedback needed to prepare a comprehensive draft and final Consolidated Plan, including:

- Creating and launching a Citizen Participation Survey (in English, Spanish, and any other language as requested) that can be accessed and completed online by citizens (survey will also be made available as a paper survey)
- Collaborating with public/private sector agencies and community groups to conduct on-site outreach (i.e., distribution and collection of paper surveys, support with completing online surveys, etc.) specifically targeting their qualifying client populations
- Facilitating up to six in-person and/or virtual public meetings using an open "town hall" format and presentations
- Leveraging the City website and social media pages to advertise public meetings and on-site outreach activities. and collect questions and/or feedback regarding needs and the consolidated plan to be responded to by Baker Tilly
- As needed, Baker Tilly will coordinate with the City to identify interpreters that can assist with providing in-person translation services if necessary (Baker Tilly has access to translation services for assistance with translating documents in a variety of languages as needed)

There are a wide variety of methods that may be employed to ensure the broadest possible opportunity for resident and public/private agency participation and to simultaneously leverage technology tools while considering all necessary safety measures that may be implemented by the City. As needed, Baker Tilly can also schedule virtual individual and/or small group interview sessions with key individual community leaders to directly solicit their input. The City's staff will have the opportunity to participate with the Baker Tilly engagement team to learn the techniques and to prepare for the facilitation and documentation of additional sessions as may be necessary and worthwhile.

### **Key activities**

- Prepare marketing materials and technology that will be used to promote citizen outreach and engagement efforts
- Create and launch Citizen Participation Survey (translated surveys and hard copies will be made available as needed)
- Coordinate with the City to identify pick-up and drop-off locations for hard-copy surveys
- Analyze citizen feedback and survey responses
- If applicable, confirm meeting spaces for in-person meetings

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## B. PROPOSED PROJECT APPROACH

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### Phase C — analyze

*This step includes the tasks necessary to complete the City's needs assessment, market analysis and strategic plan.*

#### Housing and homeless needs assessment

To complete the needs assessment, Baker Tilly will utilize HMIS data, the PIT count and feedback gathered from agencies with a housing interest to describe the City's estimated housing needs and needs for wraparound, supportive services within the next five years. Baker Tilly will begin to identify gaps in affordable housing and supportive services and list out the more detailed needs identified by family/individual type. Specifically, the consolidated plans will consider the housing and supportive services needs of those that are extremely low income/very low income/low income, the elderly, persons with disabilities, victims of violence, renters and owners and those that are homeless and/or at risk of becoming homeless. Baker Tilly will also describe the degree the cost of housing in general and overcrowding as it relates to large families play a major part in identifying housing needs and finding solutions to addressing said needs. Baker Tilly will also account for any populations that have disproportionate housing/supportive services needs throughout the City.

#### Key activities

- Analyze qualitative and quantitative feedback and data received through interviews, public hearings and survey responses
- Define priority levels to categorize unmet community needs and identify gaps in service delivery for qualifying populations
- Describe characteristics of the City's shelter and housing inventory, service delivery system
- Review collected responses and feedback with CoC members to determine disbursement of CDP funds through a potential competitive funding process to eligible service providers, developers, subrecipients, subcontractors, etc., identification of production goals and preferences

#### Housing market analysis

Building upon the housing and homeless needs assessment, Baker Tilly will further analyze information collected to determine the current supply of housing, demand, condition and cost of housing across the City. Specifically, Baker Tilly will determine the total number of current rental housing units available, rental vacancy rates, percentage of households that are considered severely rent burdened, unmet and priority needs, barriers to obtaining housing and gaps within housing inventory and the service delivery system. Baker Tilly will also describe if it is anticipated and/or expected that there will be a reduction in the number of affordable rental housing units available to be occupied. In describing the current housing stock, considering that the City is a locality, as required by HUD, Baker Tilly will also:

- Describe the housing stock available to people with disabilities, HIV/AIDS or special needs
- Estimate the number of vacant or abandoned buildings, with an indication of the extent they can be rehabilitated
- Provide a narrative description of and/or map that describes areas where low-income people and people of different races and ethnicities are geographically concentrated within the City
- Identify the number of public housing units in total, along with their current condition and ability to be rehabbed (if needed)
- Identify the number of units funded by other federal, state or local funding sources, including the income levels and types of families they service

Baker Tilly will also use the data collected to determine and describe the number of beds per program type (e.g., permanent supportive housing, transitional housing, emergency shelters, permanent housing) and facilities (e.g., congregate and non-congregate shelter) available in regard to condition of the current

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## B. PROPOSED PROJECT APPROACH

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supply of housing available, Baker Tilly will also estimate the number of housing units across the City that are occupied by low-income families or moderate-income families that contain lead-based paint hazards. As guidance on completing this requirement, Baker Tilly will adhere to [CFR § 91.215](#).

As Baker Tilly works to complete the City's market analysis, Baker Tilly will also adhere to [24 CFR § 91.210](#) to describe the vulnerability of housing occupied by low- and moderate-income households to increased natural hazard risks associated with climate change based on an analysis of data, findings, and methods identified by the City and Sacramento County. Additionally, Baker Tilly understands how access to widespread broadband can positively impact low- and moderate-income households. As such, within the market analysis Baker Tilly will collaborate with the City to also identify its broadband needs, which may include the need for broadband wiring, increased connection, and having access to more than one service provider throughout the City.

### Strategic plan

In the development of the consolidated plan, Baker Tilly will work to prepare a thorough strategic plan that identifies the priority needs of the City and describes strategies that will be used to address those said needs.

### Geographic priorities

Upon the completion of identifying priority needs for the City and placing them in order from highest to lowest, Baker Tilly will undergo GIS mapping as needed to assess and determine the most appropriate geographic distribution of funds throughout the City based on the priority level of needs. By utilizing GIS mapping, Baker Tilly will have the ability to visually demonstrate where the highest housing, economic and social needs reside, which in turn will guide the City towards developing an interconnected, place-based strategy that addresses the priority needs of the City. Furthermore, GIS mapping will allow Baker Tilly to visually describe several key elements, including, but not limited to:

- Where current affordable rental housing investments and social needs exist
- Where there are affordable rental housing units at risk of losing their affordability within the next five years (i.e., losing federal/state/local funding source that subsidizes the costs of units)
- Where the current concentration of various types of subsidized units exists (ex., tenant- and project-based vouchers)
- Where opportunities exist to better leverage federal/state/local funding resources

### Priority needs

To identify the priority needs of the City, Baker Tilly will rely on the various resources (i.e., 2023 PIT Count, the most recent American Community Survey 5-year estimate, the most recent CHAS data, feedback from public/private agencies received from surveys and during focus groups, citizen participation efforts) that will provide critical information that will support the identification of the City's priority needs. For each priority need that is identified, Baker Tilly will:

- Discuss the completed quantitative and qualitative analyses of data and feedback received with the City to provide a rationale for the proposed fund allocation priorities based on needs across multiple projects and/or activities in discussion with the City
- Assign a low/medium/high priority rating to each identified need
- Provide a concise description of why each priority rating was assigned
- Define measurable indicators of progress for each priority need
- Identify any potential challenges that may be present in addressing any priority needs
- Further describe how the rationale for assigning a priority rating relates back to the needs of the community

Exhibit "B"  
Accepted Fee Proposal  
Task "A"

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## D. Proposed fee structure

*Provide proposed fees and cost information and recommend a budget plan for all services to be provided*

### Delivering a professional fee estimate for the City of Visalia

We are excited about the opportunity to work with the City and have prepared the below fee estimate to meet the City's needs and objectives. Our fees allow for thorough and insightful advice from experienced professionals without unnecessary add-on charges.

Baker Tilly will generate a detailed invoice summarizing the services rendered during the previous month, providing a breakdown of tasks, hours worked, and costs. The invoice will clearly specify the project milestones achieved and any deliverables provided to the client.

FEES FOR SERVICES							
Team member	Task A - Analysis of Impediments	Task B - Consolidated Plan				Miscellaneous	TOTAL
		Phase A - plan	Phase B - explore	Phase C - analyze	Phase D - report		
Jolena Presti (Managing Director) approx. 2 hrs	\$0	\$446	\$0	\$0	\$0	-	\$446
Kwaku George (Director) approx. 25 hrs	\$765	\$5,291	\$1,211	\$1,466	\$0	-	\$8,734
David Haviland (Sr. Manager) approx. 13 hrs	\$0	\$1,972	\$247	\$678	\$0	-	\$2,897
Monique N. Caston (Manager) approx. 113 hrs	\$1,870	\$12,798	\$2,805	\$1,169	\$3,390	-	\$22,031
Susan Price (Sr. Consultant) approx. 130 hrs	\$0	\$2,899	\$5,610	\$7,854	\$6,732	-	\$23,095
Sam Bucheger (Sr. Analyst) approx 50 hrs	\$0	\$2,635	\$1,700	\$3,995	\$0	-	\$8,330
DJ Hutcherson (Staff Consultant) approx. 130 hrs	\$281	\$2,174	\$4,909	\$4,909	\$4,628	-	\$16,901
Jen Stewart (Admin) approx. 10 hrs	\$0	\$0	\$408	\$0	\$952	-	\$1,360
ZRM (Subcontractor) approx. 40 hrs	\$0	\$1,122	\$1,403	\$1,683	\$1,262	-	\$5,470
CDE (Subcontractor) approx. 80 hrs	\$1,785	\$4,195	\$5,623	\$3,035	\$1,964	-	\$16,601
Miscellaneous - translation services	-	-	-	-	-	\$320	\$320
Miscellaneous - travel	-	-	-	-	-	\$5,798	\$5,798
<b>TOTAL</b>	<b>\$4,701</b>	<b>\$33,532</b>	<b>\$23,915</b>	<b>\$24,789</b>	<b>\$18,928</b>	<b>\$6,118</b>	<b>\$111,981</b>

#### VALUE FOR FEES PAID

*Visalia can expect exceptional service paired with a fair, competitive fee that allows us to deliver continuous value throughout our relationship.*

## Task “B”

### D. PROPOSED FEE STRUCTURE

*\*Anticipated travel time and associated fees have already been included within the overall project budget. For travel time, Baker Tilly bills travel time at a 50% discounted rate (ex. a team member with a standard bill rate of \$200/hour that travels will bill \$100/hour for travel time). Lodging and meals will be billed at no more than the current federal per diem max rate.*

#### Avoiding surprises and a nickel-and-dime billing approach

Routine phone calls, emails and quick consultations are included in the City’s fee estimate. We do not believe in billing for every question, comment or concern, and we encourage you to discuss any unusual transactions with us to gain efficiencies for year-end.

If an issue arises, your engagement team members will work with you to determine the level of assistance required and arrange an appropriate fee at that time. We will **always** tell you if the assistance you need is out of scope, and we **never** perform additional work without approval.

**NOTE SEPERATELY & CLEARLY – COST RELATED TO A WINDSHIELD HOUSING CONDITION SURVEY/STUDY**

#### Costs related to providing a Windshield Housing Condition Survey/Study

FEES FOR SERVICES	
Team member	Task C- Windshield Survey
Jolena Presti (Managing Director) approx. 0 hrs	\$0
Kwaku George (Director) approx. 0 hrs	\$0
David Haviland (Sr. Manager) approx. 0 hrs	\$0
Monique N. Caston (Manager) approx. 2 hrs	\$468
Susan Price (Sr. Consultant) approx. 16 hrs	\$2,992
Sam Bucheger (Sr. Analyst), approx 0 hrs	\$0
DJ Hutcherson (Staff Consultant) approx. 0 hrs	\$281
Jen Stewart (Admin) approx. 0 hrs	\$0
ZRM (Subcontractor) approx. 0 hrs	\$0
CDE (Subcontractor) approx. 8 hrs	\$1,428
<b>TOTAL</b>	<b>\$5,168</b>

Exhibit "C"  
Project Schedule

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**Flexible staffing ratios and a high level of partner and manager resources**

We offer flexible staffing ratios depending on project needs. We balance workloads for team members through advanced planning and integrate additional subject-matter specialists and support staff when needed.

[illegible]

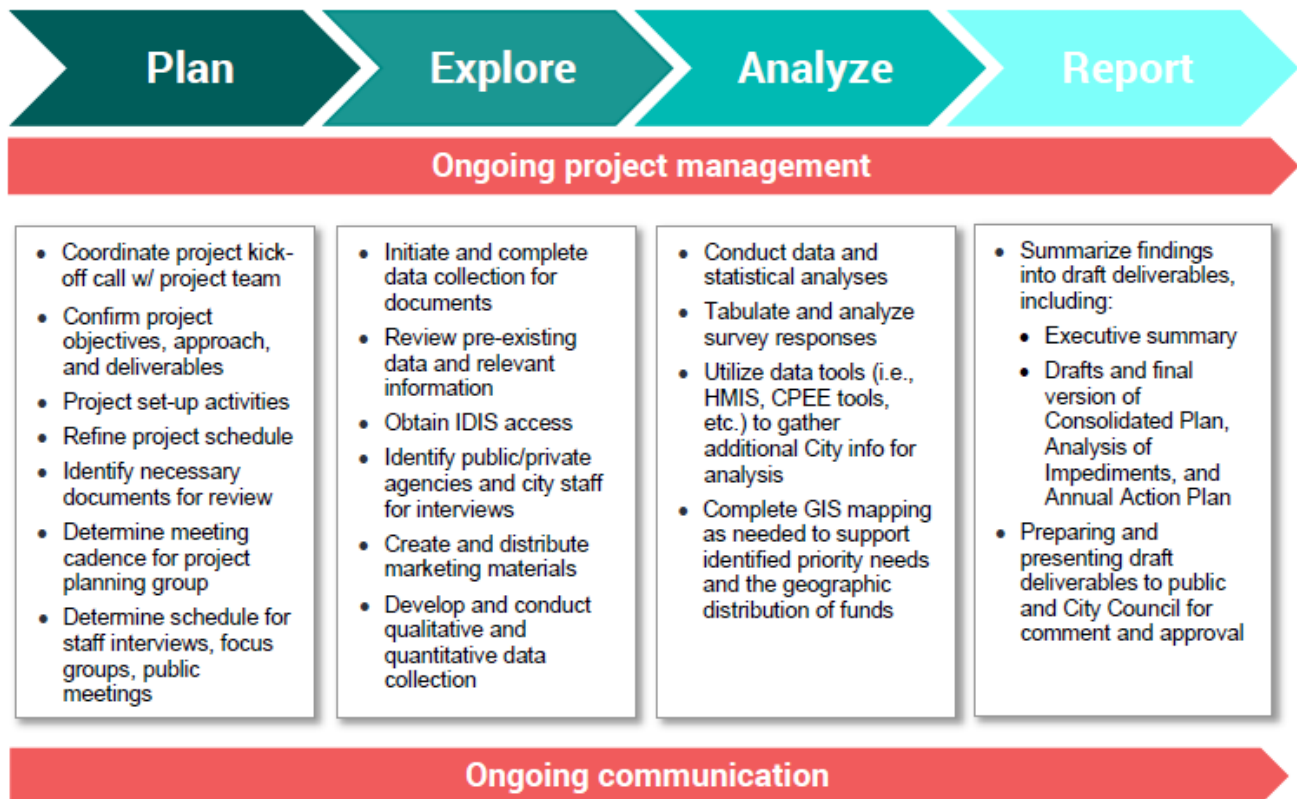


## B. PROPOSED PROJECT APPROACH

*Present- in detail- action steps (task(s)), including approach and services to be provided consistent with the Scope of Work provided in the RFP.*

### Project methodology

To gain critical public input from community stakeholders and citizens to provide the City with guidance needed to develop a well-informed Consolidated Plan, Baker Tilly's project methodology is organized into four phases:



#### Plan

Baker Tilly will initiate and mobilize the City to ensure all participants share a common understanding and commitment to the goals of the needs assessment and gap analysis. During this phase, Baker Tilly will work with the City to complete all project kick-off activities (i.e., facilitate a formal project "kick-off" call with the dedicated project team, identify main point-of-contacts from the City and Baker Tilly, refine the project timeline, complete billing-related set-up activities, etc.). Additionally, Baker Tilly will work alongside the City to coordinate outreach efforts with key staff from various departments and agencies for community and stakeholder outreach activities Baker Tilly will also work with the City to obtain IDIS access and use the online tool to define performance measurement indicators and set goal outcomes to be included within the consolidated plan.

Throughout the engagement, Baker Tilly will also initiate and execute several standardized project management tasks, including but not limited to:

- Project set-up tasks (ex. providing the City with access to Baker Tilly's web-based, document management software that ensures data security when collaborating and sharing documents)
- Bi-weekly project status meetings (meetings with the City and internal Baker Tilly project team meetings)

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## B. PROPOSED PROJECT APPROACH

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- Preparing bi-weekly project status reports
- Monthly invoicing activities
- Baker Tilly gaining access to HUD's IDIS system

### Explore

Baker Tilly will gather and review pre-existing documentation and data (ex., previous consolidated plans, action plans, Analysis of Impediments to Fair Housing Choice, etc.) that highlights the current state of the City's market conditions, affordable housing and community development programming in comparison to the needs of Bozeman's residents. During this phase, Baker Tilly will prepare and present an information request to the City which will include a list of requested documents, maps, tables, etc., of pre-existing information and data for review and analysis that will support the development of the consolidated and first-year action plans. Additionally, Baker Tilly will collaborate with the City to identify public/private agencies, the City's staff and members of the City Council to complete consultation activities as outlined in [24 CFR §91.100](#).

Baker Tilly acknowledges that inclusive public participation is critical to fair housing planning efforts. To maximize engagement and participation among cooperating cities, community stakeholders, and members of the community, Baker Tilly will coordinate and facilitate multiple meeting types and meaningful/intentional outreach efforts to acquire additional local data and knowledge. Meeting types may include, but are not limited to:

- Consultation focus group meetings with community stakeholders (e.g., local businesses, neighborhood groups, nonprofits)
- Agency focus groups (e.g., broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood-prone areas, public land or water resources, and emergency management agencies)
- Public focus group meetings with community members (e.g., members of specific protected classes)
- Public hearings (virtual and in-person meeting options at various times of day to better accommodate individuals with various scheduling needs)

Baker Tilly will collaborate with the City to identify public/private agencies, the City staff and members of the City Council to complete consultation activities as outlined in [24 CFR §91.100](#). To include and reach the most community members and stakeholders, Baker Tilly will create, in consultation with the City, various marketing materials for review, feedback and approval that can be used to promote outreach efforts further. Suggested marketing materials, which will be translated into Spanish and any other language as requested by the City, may include flyers, social media posts, surveys, email campaigns, webinars and public notices that will be used to garner more engagement and feedback from the public during the planning process. Additionally, Baker Tilly, upon consultation with the City, will determine and develop the most appropriate qualitative and quantitative data collection methods that will be used to gather public/private agencies and community input.

### Analyze

Using the information gained from prior tasks, Baker Tilly will analyze information and data collected to complete the City of Visalia's Consolidated Plan. Specifically, Baker Tilly will analyze data obtained from sources such as IDIS reports, previously prepared CAPERs, HMIS reports, etc., to evaluate the City's past performance to inform ongoing strategies and investment decisions with federal funding. Through a comprehensive analysis of past performance, Baker Tilly will be better positioned to support the City's efforts of adjusting future program design and possibly reallocating resources to support more effective activities that will benefit the community.

# Exhibit "D": MBE/WBE Forms

## This form is to be completed by Contractor

The project that you have been contracted to conduct the scope of work utilizes federal funding ( HOME or CDBG). HUD requires reporting of this information on an annual basis.

*Submit this form with the contract for services. If subcontractors are used, submit completed form with invoice.*

Project Number (Contract No. or PO No.) \_\_\_\_\_ Project location: \_\_\_\_\_

Date of Contract: \_\_\_\_\_ Amount of Contract or Subcontract: \$ \_\_\_\_\_

Prime Contractor Identification ID Number (EIN)	SubContractor Identification ID Number (if applicable)	Name	Address	City, State & Zip Code

Type of Trade Code (See below)  7c.	Contractor or Subcontractor Business Racial/Ethnic Code (See below) 7d	Women Owned Business (Yes or No)	Minority Owned Business (Yes or No)

### 7c. type of Trade Codes:

- |                        |                            |
|------------------------|----------------------------|
| 1 = New Construction   | 6 = Professional           |
| 2 = Substantial Rehab. | 7 = Tenant Services        |
| 3 = Repair             | 8 = Education/Training     |
| 4 = Service            | 9 = Arch./Engrg. Appraisal |
| 5 = Project Mangt.     | 0 = Other                  |

### 7d: Racial/Ethnic Codes:

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans
- 6 = Hasidic Jews

### Information below to be completed by City Staff (Project Manager)

Program: \_\_\_\_\_ Program funding: \_\_\_\_\_

CDBG and/or Davis Bacon projects: (Semi-Annual Labor Standards Enforcement Report)

HUD Form: 4710 Reporting Period: Period 1: October 1, \_\_\_\_ to March 31, \_\_\_\_

Period 2: April 1, \_\_\_\_ to September 30, \_\_\_\_

Wage Decision No. \_\_\_\_\_ Mod: \_\_\_\_\_ Date: \_\_\_\_\_ Type: \_\_\_\_\_

Wage Decision Lock In Date: \_\_\_\_\_

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## CITY OF VISALIA, CALIFORNIA

REQUEST FOR PROPOSALS (RFP) NO. 22-23-70

### PROFESSIONAL SERVICES FOR THE PREPARATION OF THE FISCAL YEAR (FY) 2025-2029 CONSOLIDATED PLAN AND UPDATE OF THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

#### DESCRIPTION:

The City of Visalia is seeking proposals from a qualified consulting firm with an understanding of HUD regulations, and experienced principal staff for the development, preparation and submission of the Consolidated Plan (ConPlan) Federal Program Years 2025-2029 in accordance with all applicable requirements under the Code of Federal Regulations 24, CFR Part 91 and an updated Analysis of Impediments to Fair Housing Choice (AI) which requires the consultant to provide technical assistance, development of the AI and an implementation plan required to carry out the HUD Fair Housing rule based upon regulations and requirements in place.

This project is supported, in whole or in part, by a Federal Grant awarded to the City of Visalia by the US Dept. of Housing and Urban Development (HUD). Federal Funds being utilized for this project is Community Development Block Grant (CDBG) No. B-25-MC-06-0035 and HOME Investment Partnership Program (HOME) funds # M-23-MC-06-0230.

#### PROPOSER CONFERENCE:

On Tuesday, November 7, 2023, a virtual conference will be held via TEAMS at 2:00pm. Interested Proposers are encouraged to participate by emailing their contact information to the Purchasing Division: [purchasing@visalia.city](mailto:purchasing@visalia.city) to be listed on the attendance roster and provided with the meeting log-in/call-in information. This is an opportunity to ask questions regarding the project and the Request for Proposal requirements.

#### SUBMITTAL DEADLINE:

One (1) electronic, (1) unbound original, and four (4) copies must be received no later than: 2:00 p.m. on Tuesday, November 28, 2023. *Proposals received after the time and date stated above shall be returned unopened to the proposer.*

#### SUBMITTAL INSTRUCTIONS:

<i>Addressed to:</i>	Purchasing Division 707 W. Acequia Avenue, Visalia, CA 93291
<i>From:</i>	Proposer's Name & Mailing Address
<i>Mark envelope:</i>	RFP No. 22-23-70 Consultant for ConPlan and A.I.

**INQUIRIES:** Questions/clarification of this document or the scope of services should be addressed in writing to the Purchasing Division (559) 713-4334, or Fax (559) 713-4801, or email [purchasing@visalia.city](mailto:purchasing@visalia.city). Questions may be asked at any time prior to, but no later than Tuesday, November 14, 2023.



**CITY OF VISALIA, CALIFORNIA  
REQUEST FOR PROPOSALS  
RFP 22-23-70**

**SEALED PROPOSALS** will be received by the Purchasing Division located at 707 West Acequia, Visalia, CA 93291, until **2:00 p.m. on Tuesday, November 28, 2023** for:

**Professional Service for the Preparation of FY 2025-2029 Consolidated Plan and  
Analysis of Impediments to Fair Housing**

The City of Visalia is seeking proposals from a qualified consulting firm with an understanding of HUD regulations, who have experienced principal staff for the development, preparation and submission of the Consolidated Plan (ConPlan) federal Program Years 2025-2029 in accordance with all applicable requirements under the Code of Federal Regulations 24, CFR Part 91. The ConPlan includes, but is not limited a Citizens Participation Plan, Strategic Plan and first year Action Plan, which will cover the five-year period from July 1, 2025 through June 30, 2029.

As part of the ConPlan, the City is required to submit an AFFH certification, which requires the City to undertake Fair Housing Planning through 1) the completion of an updated Analysis of Impediments to Fair Housing Choice (AI), 2) actions to eliminate any identified impediments; and 3) maintenance of AFFH records. The awarded consultant shall also assist to define and shall undertake the community/stakeholder participation process and data collection/analysis. The selected consultant will perform professional services under the supervision of the Finance Department-Housing Division.

This project is supported, in whole or in part, by a Federal Grant awarded to the City of Visalia by the US Dept. of Housing and Urban Development (HUD). Federal Funds being utilized for this project is Community Development Block Grant (CDBG) No. B-25-MC-06-0035 and HOME Investment Partnership Program (HOME) funds # M-23-MC-06-0230.

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Contract documents may be obtained in the office of the Purchasing Division, 707 W. Acequia Ave., Visalia, California 93291 or by calling (559) 713-4334, or may be downloaded from BidNetdirect by registered users. To register with BidNetdirect, please see the City's web site: [www.visaliapurchasing.org](http://www.visaliapurchasing.org).

The City hereby affirmatively ensures that Minority Business Enterprises and Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, handicap, gender, or religion in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity leading to the award of a contract.

The right is reserved by the City of Visalia to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of said City.

Legal Ad Dates: 10/26/23 & 10/31/23

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