

**ADAMS COUNTY PURCHASE OF SERVICE AGREEMENT
FOR A BALANCED HOUSING PLAN AND A NEEDS ASSESSMENT (2016.003)**

THIS AGREEMENT ("Agreement") is made this 7th day of July 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Civitas, LLC, 1150 Wexford Park, Mount Pleasant, South Carolina 29466, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2016.003 and the Contractor's response to the RFP 2016.003 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one year from the date of this Agreement.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one-year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of sixty-eight thousand, eight hundred seventy dollars (\$68,870.00).

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with

this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

- 10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

- 11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, *et seq.*, C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Community and Economic Development
Contact: Joelle Greenland
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6851
E-mail: jgreenland@adcogov.org

Department: Adams County Purchasing
Contact: Anna Forristall
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6297
E-mail: aforristall@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Civitas, LLC
Contact: Erich Chatham
Address: 1150 Wexford Park
City, State, Zip: Mount Pleasant, South Carolina 29466
Phone: 404-408-1256
E-mail: Erich.Chatham@civitassc.com

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

- 12.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

COUNTY MANAGER

Todd Leopold
Todd Leopold

7/7/16
Date

CIVITAS, LLC

[Signature]
Signature

6/29/2016
Date

Karl Erich Chatham
Printed Name

Managing Partner
Title

Attest:
Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Charleston

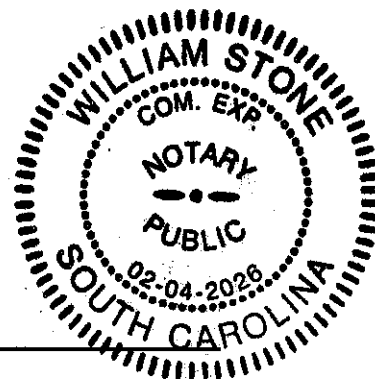
STATE OF South Carolina)SS.

Signed and sworn to before me this 29 day of June, 2016,

by William Stone

[Signature]
Notary Public

My commission expires on: 02-04-2026



CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Civitas LLC
Company Name

6/29/2016
Date


Signature

Karl Erich Chatham
Name (Print or Type)

Managing Partner
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2016.003

**BALANCED HOUSING PLAN AND
NEEDS ASSESSMENT RFP**

**All documents and Addenda related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

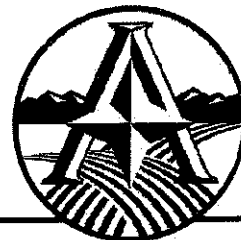
Proposal issue date: March 25, 2016

**Written questions regarding this RFP will be accepted through
April 8, 2016**

**An Addendum to answer vendor submitted questions will be issued
no later than April 13, 2016**

**Proposal Opening Due Date: April 22, 2016
Time: 2:00 pm**

**Location: Adams County Government Center
4430 South Adams County Parkway
Brighton, CO 80601**



ADAMS COUNTY
COLORADO

GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for a Balanced Housing Plan and Needs Assessment for Community Development, a division of the Community & Economic Development Department.
2. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at:**
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
 - 2.1. Interested parties must register with this service to receive these documents.
 - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through April 8, 2016. All questions are to be submitted to Anna Forristall, Contract Administrator by email at aforristall@adcogov.org
4. An Addendum to answer all vendor submitted questions will be issued no later than April 13, 2016.
5. Proposals
 - 5.1. Sealed proposals for consideration will be received at the office of the Purchasing Division at the Adams County Government Center, 4430 South Adams County Parkway, Brighton Colorado 80601, up to 2:00 p.m. on April 22, 2016.
 - 5.2. The proposal opening time shall be according to our clock.
 - 5.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud only.
 - 5.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
 - 5.5. No proposals will be accepted after the due date and time established above except by written addenda.
 - 5.6. The proposal must be submitted in hard copy and on a CD or Thumb Drive in a single PDF file not to exceed 20 pages. One (1) set of brochures or other supportive documents may be included with the proposal narrative and will not count towards the 20 page limit.
 - 5.7. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, and the "**CONTRACTOR'S STATEMENT**"

acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD/Thumb Drive. These are the **last two pages of the RFP**.

- 5.8. Proposals may not be withdrawn after the due date and hour set for opening/closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve (12) months from the date of this opening.
- 5.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 5.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 5.11. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside:

2016.003 BALANCED HOUSING PLAN AND NEEDS ASSESSMENT RFP

- 5.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of Commissioners to close the County offices.
- 5.13. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 5.14. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 5.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
- 5.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
 - 5.16.1. Any Proposal which does not meet bonding requirements, or,
 - 5.16.2. Proposals which do not furnish the quality, or,

5.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,

5.16.4. Proposals from offerors who lack experience or financial responsibility, or,

5.16.5. Proposals which are not made to form.

5.17. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

5.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure for any equipment, materials or services.

5.19. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.

5.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted by telephone, email, or facsimile machines are not acceptable.

5.21. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.

6. Adams County is an equal opportunity employer.

7. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.

8. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

9. INSURANCE: The Contractor agrees to maintain insurance of the following types and amounts:

- 9.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 9.1.1. Each Occurrence \$1,000,000
 - 9.1.2. General Aggregate \$2,000,000

- 9.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 - 9.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
 - 9.2.2. Personal Injury Protection Per Colorado Statutes

- 9.3. Workers' Compensation Insurance: Per Colorado Statutes
- 9.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 9.4.1. Each Occurrence \$1,000,000
 - 9.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

- 9.5. The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 9.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 9.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 9.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

- 9.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor

from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

- 9.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
 - 9.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
 - 9.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
 - 9.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
 - 9.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
 - 9.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
 - 9.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.
10. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
 11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
 - 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly

administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 11.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 11.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 11.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

End General Information

STATEMENT OF WORK:

Introduction

Adams County is requesting proposals from Professional Planning Consultants to assist the County in performing a comprehensive Housing Needs Assessment and creating a Balanced Housing Plan.

Background

Adams County's current population of approximately 470,000 people is spread out over 1,182 square miles. The County contains a diverse mix of land uses varying from older first-ring cities to new green-field suburbs to expanses of open rangeland. All or portions of nine municipalities are found in Adams County (Refer to www.adcogov.org for relevant land use and zoning maps). The City and County of Denver is contiguous to our southern border. Roughly 90,000 residents live in unincorporated Adams County.

Purpose and Framework of the Balanced Housing Plan

This Plan will serve as a blueprint for accommodating future housing development by balancing the demand created from employment growth with the housing needs of Adams County residents in terms of quality, sustainability and affordability.

In order to properly address economic development in Adams County over the next several decades, we must recognize the links between jobs, housing, transportation, education, and infrastructure as part of the economic opportunity and quality of life that makes Adams County Colorado so attractive. When they locate or expand, businesses typically look to the supply of housing for potential workers. Having a sufficient supply of housing in a community for a broad variety of income groups is a strategic advantage. The existing stock of housing is a valuable community resource, while new housing also provides revenue to the County in the form of development and building permits and impact fees.

The purpose of the Balanced Housing Plan will be to ensure that growth and development in Adams County occur in an efficient and coordinated manner. It will embody a responsible means to plan for growth by creating policies that address the balance between jobs and housing while encouraging the production and preservation of housing that matches Adams County's changing demographics. The Plan will also provide strategies to maximize existing County resources and tap into new ones.

Through strategic partnerships we will be able to make the best use of available housing funds, expertise and services among housing organizations, County departments, and non-profit and economic development agencies.

Other Relevant Projects and Studies

2009 Balanced Housing Plan

2012 Adams County Comprehensive Plan

2014 Community Needs Assessment

2015 Analysis of Impediments to Fair Housing

2015 Adams County Consolidated Plan

SCOPE OF WORK

Under the direction of the Adams County Community & Economic Development Department, the awarded Consultant will conduct analysis, engage the public and governmental agencies, and prepare reports and documents with the goal of facilitating approval of the housing plan by the Adams County Board of County Commissioners by July 2017.

The successful Consultant will enter into a Task-specific, Project-specific contract with the County to perform work on an "as needed basis". The term, "as needed" indicates that neither the County nor the Consultant has an obligation under the contract unless and until a task order is issued. The County has selected this type of contract due to the specialized, comprehensive and complex nature of the study and the planning effort.

Contents of Technical Proposal

The County will form a Consultant Selection Team (Team) to review and select a Consultant based on the content of the submitted Technical Proposal. The Proposal submittal is not intended to be an expensive, elaborate document. It should be well composed for simplicity and ease of understanding. At the discretion of the Team, the County may invite selected Consultants for a follow-up interview prior to awarding a Consultant.

Proposal Format

Consultants shall submit five (5) copies of the Proposal not to exceed twenty (20) pages, submitted only on single-sided, single column typed 8.5" x 11" size. The sheet count limitation applies to the actual Technical Proposal contained in the submittal. The only exceptions to the page count are the front and back cover. There is a minimum twelve (12)-point font requirement for the basic text of the entire submittal. Any charts, graphs, table of organizations, etc., must be of readable size. Appendices of relevant information may supplement the proposal; however, information supplied in the Appendices is at the discretion of each Consultant Selection Team Member to utilize just as long as it does not exceed twenty (20) pages in total.

Summary Statement

The Proposal shall contain an opening statement (generally 2-4 paragraphs) summarizing how the Proposal will accomplish the purposes of the project, and summarizing the roles and qualifications of the Project Team.

Statement of Project Team Qualification and Project Administration

The Proposal shall identify the firms, organizations and individuals within each firm or organization participating in the Project Team. General qualifications and experience relevant to this study shall be described for each firm or organization, and specific qualifications and experience relative to this project shall be described for each individual assigned to the project (not including individuals serving in administrative or technical support roles). Individual team member résumés may be provided in appendices, although the primary basis for evaluating proposals will be the content of the Technical Proposal.

Exhibits of prior relevant projects, particularly housing-related planning, may be included in print or digital formats. Contact information is to be provided for three (3) references associated with prior relevant work by the Project Team or its lead members.

A table of organization shall be provided to describe the reporting and review relationships among members of the Project Team. Contact information, including name, title, street and mailing addresses; telephone, fax, email and web site addresses shall be provided for the lead members of the Project Team in each firm or organization. A Project Team Manager/Principal Contact providing a single source point-of-contact between the Project Team and the Project Manager(s) shall also be identified.

Project Scope of Work

The Technical Proposal shall include a Scope of Work detailing how, at a minimum, the Project Team will accomplish the Project Goals and the specific Task Orders.

Project Goals

In order to assure that a wide variety of quality housing is available for both existing and future Adams County residents, the Study and Plan will:

1. Analyze current conditions and project future housing needs in order to define housing market segments throughout the county;
2. Assess and illustrate current balance of housing stock in geographic areas (including neighborhoods, urban enclaves, etc.) and major market segments;
3. Assess the condition of the housing stock within the County and explore available methods to maintain quality housing;
4. Take into account housing needs of the Denver Metro region as a whole, including the need for affordable housing, especially as it relates to the location of such housing proximate to jobsites;
5. Identify barriers or constraints to developing or rehabilitating housing economically and efficiently;
6. Establish criteria for development based on the employment growth rate, income levels, family composition in both new construction and rehabilitation or infill for existing neighborhoods;
7. Identify existing and future target areas for business expansion and industrial development;
8. Using existing transportation data, predict the impact of future transportation patterns, constraints, and challenges on projected employment and housing patterns;
9. Identify needs of low-income and special needs populations such as the elderly and disabled;
10. Provide a framework for meeting the demands of the changing (and growing) market;
11. Create a strategic vision; and
12. Develop sound strategies, programs, and other actions to address housing needs county-wide.

Supporting studies that are relevant to the topical areas above shall be included in preparing the housing plan. In undertaking these studies, the Consultant may use studies conducted by others. The studies performed by the Consultant and other supporting studies shall concern the following:

1. An evaluation and summary of statistics on housing conditions within Adams County for all economic segments. The evaluation shall include:

- The existing distribution of housing by type, size, gross rent, condition and value
- To the extent data are available, the existing distribution of households by gross annual income, and the number of middle-, moderate-, and low-income households that pay more than 28 percent of their gross household income for owner-occupied housing and 30 percent of their gross annual income for rental housing.
- In evaluating housing conditions the Consultant may conduct field surveys of areas and households within the County as well as assess other qualitative data on housing (such as data from the U.S. Census or from code enforcement records) and may summarize such conditions in maps or tables, or by other means;

2. A projection for each of the next five (5) years of total housing needs by type and density ranges, including needs for middle-, moderate-, and low-income and special needs housing in terms of units necessary to be built or rehabilitated within the County. The Consultant shall take into account the projections of any regional housing plan or studies of any state housing, community development, or similar agency in preparing the local projections of total housing need;

3. An assessment of housing needs, especially attainable housing for employees of major companies located within the County and the degree those needs will be addressed by existing or future housing provided within the County.

4. An analysis of the capabilities, constraints, and degree of progress made by the public and private sectors in meeting the housing needs, including those for attainable housing and special needs housing, within the County;

5. An analysis of local regulatory barriers to attainable housing and/or housing rehabilitation, including building, housing, zoning, and related codes, and their administration; and

6. An analysis of any proposals for action by local governments or non-profit agencies. The housing plan shall consist of a statement of County housing goals, policies, and guidelines, including numerical goals for each of the next five (5) years for housing units, both new and rehabilitated, for middle-, moderate-, and low-income households and special needs housing within the County, as well as total need by housing type and density ranges. The element shall include summaries of supporting studies identified above.

The housing plan shall contain actions to be incorporated into an implementation program. These actions may include, but shall not be limited to:

1. Financing for the acquisition, rehabilitation, preservation, or construction of attainable and special needs housing, the stimulation of public- and private-sector cooperation in the development of attainable housing, and the creation of incentives to construct or rehabilitate attainable housing;

2. Consider regulatory and administrative techniques to remove barriers to the development of attainable housing and to promote the location of such housing proximate to jobsites, including:

- a. Modifying procedures to expedite the processing of permits and modifying development fee requirements, including reduction or waiver of fees and alternative methods of fee payment;
- b. Designating a sufficient supply of sites in the housing element that will be zoned at uses and densities that may accommodate attainable and special needs housing, rezoning lands at uses and densities necessary to ensure the economic viability of developments, and giving density bonuses for mandatory set-asides of affordable dwelling and special needs units as a condition of development approval;
- c. Modifying development regulations to permit accessory dwelling units, group homes for the disabled and other residential facilities for special needs populations, manufactured housing, and mobile homes; and
- d. Generally removing constraints that unnecessarily contribute to housing costs or unreasonably restrict land supply.

3. Enactment of housing and property maintenance codes, and initiation or modification or redesign of code enforcement programs to ensure maintenance and rehabilitation of existing housing stock;

4. Any other changes in local tax, infrastructure financing, and land-use policies, procedures, and ordinances (including local land development regulations) to encourage or support attainable housing and the preservation and rehabilitation of existing housing stock, including reserving infrastructure capacity for attainable housing, and

5. Use of federal funds and any state, local, or other resources available for attainable housing.

Task Order #1: Housing Needs Assessment

The awarded Consultant will prepare a Housing Needs Assessment summarizing, updating and supplementing available data on existing housing stock, land use, zoning, infrastructure conditions, and other relevant physical conditions, including proposed and approved development or other capital projects that could potentially and/or significantly affect opportunities for development and redevelopment in the County. The Assessment will identify and characterize opportunities and constraints for the County and for the municipalities.

The Assessment shall quantitatively analyze market demands and the availability of appropriate development and redevelopment sites, structures and forms to satisfy the market potential for residential and mixed-use development and redevelopment within the County and its municipalities. The Assessment shall identify the assets, barriers, and opportunities (including physical, financial, market, regulatory, political, and other) that exist within the County, and affect development of housing stock.

The demand for both market rate and affordable housing units shall be considered. This component will include, at a minimum, the number and type of existing housing units and

population, the number of expected housing units and population, and the distribution of proposed housing units by type.

The analysis should determine viable development forms, as well as key parameters such as achievable rent levels and market characteristics. The Assessment should help guide land use decisions and help address economically viable uses today that are consistent with the future vision, and to help lead the development community toward consistent planning for current projects.

Using the data collected, the Consultant will identify:

- Sub-market areas for development opportunities.
- Strategic sites within the County where redevelopment will spur broader area revitalization.
- Housing, office, retail, recreational, institutional development opportunities.
- Number of existing jobs, number of new jobs anticipated, and square feet of current and future commercial and industrial development.
- Potential strategies for overcoming any barriers identified.

The Housing Needs Assessment shall contain at a minimum all of the data outlined above and in the Colorado Division of Housing Needs Assessment Data Template. The CDOH Template categorizes the required data as follows:

1. Economic and Demographic Framework
2. Housing Inventory
3. Housing Market Conditions
4. Housing Problems
5. Special Needs
6. Housing Gaps and Estimated Needs
7. Assumptions and Conclusions
8. Community Resources & Financial Tools

For the Technical Proposal, please refer to “Other Relevant Projects and Studies” above for discussion purposes. This is not an exhaustive list, and it is encouraged that Technical Proposals identify other features and conditions that will need to be evaluated during Task Order #1.

The Consultant will prepare an Executive Summary Report synthesizing the information found in the Housing Needs Assessment. Opportunities and constraints should be clearly identified, with the objective of providing a professional, documented recommendation regarding the creation of a balanced mix of housing and employment opportunities within the County.

Task Order #2: Design and Develop a Balanced Housing Plan

Contingent on the findings and recommendations of Task Order #1, and with further direction from the County and other study participants, the Consultant will design and develop the Balanced Housing Plan. The Plan should clearly explain the importance of the jobs vs. housing balance and frame the significance of taking action to address the issue in a coordinated fashion.

The Consultant shall create a county-wide agency involvement plan. This will be the strategy through which all affected municipalities and agencies will be included in the process of creating the Balanced Housing Plan and implementing its findings. The Consultant will use the agency involvement plan for outreach to and coordination with all affected parties, including soliciting financial participation in the development and implementation of the Balanced Housing Plan.

As a potential outreach effort, the awarded Consultant should be prepared to present, before forums of stakeholders, the preferred plan and recommended regulatory and plan amendment changes to test the viability of the Study. The Consultant shall define a process to present the plan, including but not limited to public meetings and outreach, in consultation with the County project manager(s), the Community & Economic Development Department and/or the Board of County Commissioners and other stakeholders.

The Consultant will specify an implementation agenda including recommended actions and schedules. It is critical that the implementation agenda clearly delineate the responsibilities of Adams County versus the municipalities or other counties. The implementation agenda shall address, at a minimum:

- Recommended Regulatory changes;
- Coordination and linkage with existing master plans and with existing or new redevelopment plans;
- Marketing and promotion;
- Roles for Adams County, municipalities, agencies, the private sector, trade and professional associations, residents, the media, and other existing and potential stakeholders;
- Identification of appropriate housing indicators, progress benchmarks and organizations and procedures for collecting and monitoring these indicators;
- Identify and evaluate the opportunities for alternative financing arrangements to promote balanced and affordable housing, and,
- Identification and implementation of 'early implementation' activities, mid-range activities, and long term actions.

As the study progresses and a preferred plan evolves, the Consultant shall specify recommended text changes to the Adams County Standards and Regulations and all other applicable planning documents required to encourage a mix of housing types in the County that are close to employment, shopping and recreation.

Discussion in the Technical Proposal and/or in an appendix regarding effective zoning techniques appropriate for the Study, such as forms-based zoning, is encouraged.

The awarded Consultant will create a Final Executive Report that documents the process and findings, incorporates implementation measures and strategies, and identifies "lessons learned" with the purpose of guiding future implementation planning for other housing development in the County.

Project Administration

Project status reports describing substantive progress, identifying the extent to which each task has been completed, and identifying problems and opportunities potentially affecting future progress shall be submitted to the County project manager(s) monthly. Invoices shall be submitted bi-monthly.

Schedule of Deliverables

The Technical Proposal shall include a table or chart defining and describing the deliverables associated with each Task Order and Subtask, the anticipated date of submission of each deliverable in terms of weeks from project initiation, and format(s) of each deliverable. Deliverables may include presentations and associated materials such as PowerPoint files, websites, display boards and handouts. Draft deliverables are encouraged, and should be submitted via email to the County project manager(s) using an approved format; or, if the deliverable includes files that are too large to email, two sets of digital files on CD-ROM. Acceptable formats are Microsoft Word, Adobe Acrobat, ESRI ArcView shapefiles (NAD 83 SP-Central) or other common formats subject to approval by the County project manager(s). The County reserves the right to distribute copies of all deliverables and to post on County-approved websites without limitation. All final deliverables shall be submitted within 10 months of project initiation.

Project Management, Technical Proposal Requirements and Evaluation Criteria

Project Management

This project is managed by the Adams County Community & Economic Development Department. The project manager from Adams County and the Consultant project team manager are responsible for managing and approving all performance under the project. Contract and payment will be through Adams County. The contract will be a fixed fee, not to exceed type.

The County Project Manager is:

Joelle S. Greenland, AICP, Manager of Community Development
Adams County Community and Economic Development Department
4430 South Adams County Parkway
Brighton, CO 80601
Telephone: 720-523-6851
Fax: 720-523-6996
Email: jgreenland@adcogov.org

Checklist of Technical Proposal Requirements

To speed and simplify the Technical Proposal evaluation and to assure each Technical Proposal receives the same orderly review; all Technical Proposals must follow the format described below:

- Summary Statement
- Statement of Project Team Qualifications and Project Administration
- Scope of Work
- Schedule of Deliverables
- Cost Proposal in a separate and sealed envelope marked **“COST PROPOSAL”**

Proposal Evaluation Criteria

Proposals will be evaluated and ranked based on the following criteria:

- The overall extent to which the methodology, deliverables and resources committed pursuant to the Proposal will achieve the purposes of the project.
- The extent to which the Proposal is consistent with the specified approach.
- The extent to which the Consultant Project Team is qualified to successfully complete the tasks specified in the Proposal within the time and budget constraints of the project.
- Previous experience of the firm or team with similar projects.
- The extent to which the Schedule of Deliverables demonstrates acceptable rates of progress and provides opportunities for adequate input and review by the public, County, agencies and other stakeholders.
- Innovations in methodology, analytical or technical approach proposed.

To assist in the selection process, Adams County reserves the right to request additional information to supplement the original Proposal, including conducting interviews prior to selecting a Consultant.

End of Statement of Work

The remainder of this page is left blank intentionally.

Submittal Checklist

- Vendor Information Form
- W-9
- Contractor's Certification of Compliance (signature required)
- Contractor's Statement (signature required)
- Three (3) References of similar size and scope
- One (1) marked Original and Four (4) paper copies of proposal submittal
- One (1) CD or Thumb Drive of submitted proposal in a single PDF document

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



**BALANCED HOUSING PLAN AND
NEEDS ASSESSMENT RFP 2016.003**

CONTRACTOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addendum # _____ Addendum # _____ Addendum # _____
If None, Please write NONE.

Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
Email Address	

EXHIBIT A



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Technical Proposal

Balanced Housing Plan and Needs Assessment

For Adams County, Colorado

**Submitted by:
Civitas, LLC**

Date: April 22, 2016



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To: Adams County Board of Commissioners
4430 South Adams County Parkway
Brighton, CO 80601

From: Civitas LLC
1150 Wexford Park
Mount Pleasant, SC 29466

RE: PROPOSAL FOR BALANCED HOUSING PLAN AND NEEDS ASSESSMENT

Civitas is pleased to present this proposal for professional services to the Adams County Board of Commissioners for the preparation and development of a Housing Needs Assessment and Balanced Housing Plan. Our team will provide unmatched housing knowledge and expertise, gained from countless technical assistance and market research projects across the nation, to deliver timely and comprehensive services.

Please find below a proposed scope of services and budget for conducting the studies. These services and associated costs are estimated based on our understanding of the required scope of services, however we are always happy to negotiate and make adjustments at your request. We understand fully the County's need/requirement for this contract to be on a project-specific, as-needed basis. As such, the precise manifestation of the final work product will be the result of intensive and flexible collaboration between the consultant team and County staff.

Civitas is ready to adhere to the services, costs, and timelines outlined in this proposal, and this signed cover letter binds the company for 60 days. Founding partner Erich Chatham will serve as the primary contact person for this project.

We have enjoyed our successful relationship providing HUD Technical Assistance to County staff. We look forward to continuing our working relationship and facilitating the provision of decent, safe, affordable housing to the citizens of Adams County in a manner that is fair and equitable to all.

Sincerely,

Erich Chatham

Erich Chatham
Civitas, LLC
(404) 408-1256



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1. Summary Statement

The successful completion of this project lies at the intersection of many important components: data collection, data analysis, public outreach and community engagement, trend analysis, strategic planning, and funding evaluation. First we must develop an accurate picture of the current demographic, economic, and housing makeup of Adams County. To do this we will pull data from a variety of public and private data sources (including the existing relevant projects and studies) in order to provide a comprehensive, data-driven snapshot of the County as it sits today.

The next important step in this process is to determine what the housing needs of the community are. This will be done via quantitative data and trend analysis (such as gap analysis) combined with qualitative analysis garnered from public outreach efforts such as an online survey, community meetings, and stakeholder interviews. By comparing today's data with historical data and future projections we can then make reasonable assumptions about housing needs in the coming years. Furthermore, in our experience with conducting countless housing needs assessments and strategic plans across the nation we have come to a firm belief that the qualitative portion is just as important as the quantitative. Current and accurate empirical data is of course essential to any successful planning effort. But statistics can only get us so far. Through engaging the public and getting a feel for their subjective perceptions of community needs we gain invaluable perspective into the location and extent of underserved populations, geographic pockets in need of investment – as well as the types of services and housing types the public feels can best address the problems faced by those populations and communities. This combined qualitative and quantitative approach will yield a comprehensive and nuanced view of the housing needs in Adams County.

Once we have our data-driven snapshot of the demographic and housing makeup of the community, and have an understanding of the County's housing needs, the next crucial step is to analyze how those needs can best be met given the myriad of opportunities and constraints present in the community. This includes: an analysis of barriers to housing development (i.e. zoning, permitting, lack of private investment, etc.); an evaluation of the funding landscape (currently utilized funding sources as well as new funding opportunities that can be pursued); and a review of the housing and community development delivery framework throughout Adams County. By butting the identified needs against the constraints and opportunities present in the community, a sober discussion can be had around the tradeoffs present in prioritizing public investment and planning efforts in the current environment. Furthermore, strategies can then be developed for tackling existing constraints and pursuing opportunities to meet future needs.

As you will see below we have assembled an excellent team of planners and analysts to carry out this project. Both of Civitas' principal partners will be engaged fully through the life of the project. Civitas has an impeccable reputation nationally and has carried out successful research and planning efforts across the country. In addition to being expert researchers and planners, we possess in-depth experience with many of the funding mechanisms required to carry out a successful housing strategy (HOME, CDBG, LIHTC, etc.).



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2. Statement of Project Team Qualifications and Project Administration

Civitas, LLC is a research and community development consulting firm with offices in California and South Carolina, and clients throughout the United States. We are in the business of thinking *and* doing. We help local government, non-profit, and for-profit enterprises solve problems and implement solutions. Our knowledge and experience with housing research, social science research, economic development, and community revitalization put us in a unique position to assist a consortium of public and private entities in better meeting their missions. We bring a passion for public service to our work in areas such as: affordable housing development, environmental review, grant writing & administration, program evaluation, research design & implementation, social & economic impact analysis, survey research, GIS mapping & spatial analysis, and project management. Civitas consultants have decades of combined experience in the community development field.

Civitas has conducted market research, housing needs assessments, and various housing plans for clients across the nation. Furthermore, we regularly conduct US Department of Housing and Urban Development Consolidated Plans for cities and counties, a major components of which are full Housing Needs Assessments and Market Analyses. Civitas has successfully provided HUD technical assistance to grantees and subrecipients across the country– from South Carolina to Pennsylvania, from Florida to Texas, from North Carolina to Michigan. We are also experts in the myriad of housing finance sources such as HOME, CDBG, LIHTC, and a myriad other sources. So in addition to providing housing market research, we are in a position to assist clients with the strategic funding technical assistance need to implement housing plans.

Civitas is a Veteran Owned Small Business.

Please find below bios for each team member assigned to this project.



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2b. Key Personnel (resumes attached)

Erich Chatham, Partner

Erich is a founding partner of Civitas, LLC, a community and economic development consulting firm with offices in Charleston, SC and Southern California. He has worked on economic and community development projects with local governments, for-profits & non-profits across the US – including Colorado, Utah, Wyoming, Michigan, Illinois, South Carolina, North Carolina, Florida, Georgia, California and Texas. Erich serves as a national technical assistance provider for the US Department of Housing and Urban Development and is a HOME Certified Specialist. Based out of Mount Pleasant, SC, Erich has worked extensively in the community development field and is currently working with many municipalities and non-profits across the country. An expert in HUD programs and regulations, he has conducted numerous housing needs assessments, Con Plans and AIs, in addition to IDIS and DRGR training workshops. **Erich has a very good working relationship with County community development staff, will serve as team lead for this project, and will be the primary point of contact for Adams County staff.**

Erich received a Bachelors of Arts in History and a Secondary Education Certification from Oglethorpe University in Atlanta, GA. He then taught high school economics & government and coached several sports for four years. He holds a Masters of Public Administration from the College of Charleston, with a focus in Economic Development and Urban Planning.

Jimmy Ardis, Partner

Jimmy is a founding partner of Civitas, LLC, a community development and research firm with offices in Charleston, SC and Southern California. As an established public policy researcher, project manager and GIS analyst, Jimmy brings a powerful mix of collaborative and analytical skills. He is nationally published journalist and researcher, and has lead multiple successful housing studies. He has extensive experience across the community development field, including: grant writing, public-private partnerships, non-profit capacity building, and program compliance. Jimmy is a national technical assistance provider for the US Department of Housing and Urban Development and is a HOME Certified Specialist. He is an expert in HUD Environmental Reviews, as well as HUD Consolidated Planning and Analyses of Impediments. Jimmy has a particular interest in sustainable, human-scaled urbanism and brings a passion for creating healthy living environments to all of his projects. **Jimmy will serve as the report and data lead for this project, and will oversee the study methodology.**

Before working as a community development consultant, Jimmy worked as a research associate at The Riley Center for Urban Affairs and Policy Analysis at the College of Charleston. He began his career in the United States Air Force, working in the aviation and emergency management fields. Jimmy studied Business as an undergraduate at UMUC while living in Turkey, and went on to earn a Masters of Public Administration at the College of Charleston in South Carolina.



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Tammie Hoy Hawkins, Senior Associate, Civitas, LLC; President, Together Consulting

As a Senior Associate for Civitas and President of Together Consulting, Tammie Hoy Hawkins provides leadership and guidance to non-profit, for profit, and government entities focused on community economic development initiatives. Utilizing over 20 years of community economic development experience, Tammie provides direct technical assistance and consulting services in the areas of non-profit capacity building, affordable housing, neighborhood development and revitalization, community development finance and asset building.

As part of her consulting work Tammie works as a Project Coordinator for the Northside Initiative in Spartanburg, SC as part of the neighborhood transformation team, and as a Program Administrator for the SC Community Capital Alliance, a statewide community development finance organization.

Prior to founding Together Consulting, Tammie worked for the Federal Reserve Bank of Richmond. As the Federal Reserve Bank's Regional Community Development Manager, Tammie was responsible for community economic development outreach and education for North and South Carolina. Before working for the Federal Reserve Bank Tammie spent six years as the Director of the Lowcountry Housing Trust. In her capacity as founding Executive Director, she worked to develop and implement the first local housing trust fund in South Carolina and led the organization to receive Community Development Finance Institution (CDFI) designation from the US Treasury Department. She led the organization to over \$10M in assets including being designated as the Charleston area lead for administering over \$7M in Neighborhood Stabilization funding (NSP).

Tammie is a nationally sought after affordable housing enthusiast and a community development advocate. Formerly from Northwest Indiana, she moved to Charleston in 1992 to attend the College of Charleston where she received her undergraduate degree in Political Science and Masters Degree in Public Administration. Tammie worked for the City of Charleston's Department of Housing and Community Development for three years until her move to lead the Lowcountry Housing Trust in 2004.



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Peter J. Neiger

Peter is a research assistant for Civitas, LLC, a community and economic development consulting firm based in Charleston, SC. He has worked as a researcher and data analyst on projects throughout, Utah, Colorado, South Carolina, Florida, Texas, Pennsylvania and California. He has a passion for assisting community institutions in becoming more efficient and improving the educational and economic opportunities for citizens. Peter has hands on experience with conducting housing market research and worked on numerous housing studies and needs assessments with Civitas.

Before starting at Civitas, Peter's career has focused on higher education reform and economic research. His work in Washington DC provided guidance to higher education institutions to provide a more affordable system for all potential students. During his time at the College of Charleston his economics research in the fields of Public Choice and International Trade worked to find unique and creative solutions to the problems facing local communities. Peter's career began with the United States Army where he quickly established himself as a leader and climbed the ranks to Sergeant in three years, as well as being on the Commandant's List for superior performance at the US Army Primary Leadership Development Course. **Peter will serve as the data collection lead on this project.**

Vern Xiong

Vern Xiong is a research assistant for Civitas, LLC, a community and economic development consulting firm based in Charleston, SC. He has worked on research and evaluation for nonprofits in Minnesota, Colorado, Utah, California, as well as various international projects. Vern is currently working with several nonprofits to build evaluation tools and resources for programs. Coming from a refugee family, Vern has a special interest in helping displaced people and secondary migrants adapt and make healthy living choices and grow with their new communities.

Before working with Civitas, he managed Lao Family's Youth and Family program for 7 years and helped lead many community development programs like CDGB in Minnesota's Twin Cities. Vern received a Bachelor of Art from Greenville College, IL and then a Certificate of Grant Proposal Writing from Fort Hayes State University. **Vern will serve as an assistant for data collection, and be responsible for GIS mapping.**



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2c. Project Samples

Below is a sample list of projects (more available upon request) similar in nature to the requested Housing Assessment Study and Balanced Housing Plan. A major part of the HUD-mandated Consolidated Plan is a Housing Needs Assessment and Housing Market Analysis. Furthermore, HUD's Analysis of Impediments to Fair Choice studies (of which Civitas has completed numerous) require a comprehensive view of public and private policies and practices that impact housing options for residents. This analysis is intersected with current housing, economic, and demographic data to assess if fair, equitable, and affordable housing is an option for all who live within a jurisdiction's borders. Three examples of previous studies are attached electronically for review.

- Fall River, Massachusetts: 2015 Housing Needs Assessment [In partnership with TDA, Inc.]
- South Carolina Community Loan Fund: 2014 Sewee Regional Housing Needs Assessment (Rural Charleston County, South Carolina)
- Waccamaw Council of Governments: 2012 Waccamaw Regional Housing Needs Assessment, 2013 – 2017 Consolidated Plan & 2014 Analysis of Impediments to Fair Housing Choice
- City of San Antonio, Texas: 2015 -2019 Consolidated Plan [In partnership with NALCAB.]
- City of Charleston, South Carolina: 2011 – 2015 Consolidated Plan & Analysis of Impediments to Fair Housing Choice. 2015-2019 Consolidated Plan, 2016 Analysis of Impediments
- Horry County, South Carolina: 2013 – 2017 Consolidated Plan & Analysis of Impediments to Fair Housing Choice
- Bristol Township, PA: 2014 Annual Action Plan, 2015 – 2019 Consolidated Plan & ongoing technical assistance as needed.
- City of Spartanburg, South Carolina: 2014 – 2018 Consolidated Plan & Analysis of Impediments to Fair Housing Choice
- Lexington County, South Carolina: 2015 – 2019 Consolidated Plan & Analysis of Impediments to Fair Housing Choice
- City of Columbia, South Carolina: 2015-2019 Consolidated Plan & Analysis of Impediments to Fair Housing Choice
- Lower Savannah Council of Governments: Analysis of Impediments to Fair Housing Choice & 2016-2020 Consolidated Plan



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- Knox County, Tennessee: 2015 – 2019 Consolidated Plan [In partnership with TDA, Inc.]
- City of Hialeah, Florida: 2015 – 2019 Consolidated Plan & Analysis of Impediments to Fair Housing Choice [In partnership with Florida Housing Coalition]



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2d. References

Client: Bristol Township, PA
Point of Contact: Tom McDermott, Community Development Department Director
(215) 785-0500
TMcDermott@bristoltownship.org

Client: St George, Utah
Point of Contact: Matt Loo, Economic & Housing Director
(435) 627-4206
matt.loo@sgcity.org

Client: City of Spartanburg, SC
Point of Contact: Mitch Kennedy, Assistant City Manager
(864) 809-1232
mkennedy@cityofspartanburg.org

Client: Adams County, CO
Point of Contact: Joelle Greenland, Community Development Manager
(720) 523-6851
JGreenland@adcogov.org



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3. Scope of Work, Approach, and Work Plan

Housing Study Methodology

Using a mix of qualitative and quantitative methods - ranging from key stakeholder interviews to demographic updates to GIS mapping – we propose to deliver a high quality Housing Study that will provide new insights into the housing profile and potential future trends in housing availability and affordability in the Adams County. Based on the results of our research, data collection and stakeholder engagement, Civitas will develop a baseline housing market analysis that will define the housing needs of the County. Civitas will incorporate into this analysis an evaluation of the County’s housing supply, the demand for housing, the current housing conditions, the cost of housing stock, and the kind of types and mixes of housing units available in the community.

Civitas team members will coordinate closely with County staff to develop a Housing Assessment and Plan as described below. Civitas encourages the participation of the County’s representatives to the greatest extent possible to ensure that the final products meet the Count’s vision and priorities and that staff has the information necessary to assess progress and evaluate impacts on the community. Based on recommendations by the Civitas team, Adams County representatives will make final decisions concerning strategies and actions that the County will take to address housing needs and opportunities. Based on our extensive knowledge of how to use data to accurately portray existing conditions and reasonably predict future trends, we will provide information on the housing situation in Adams County that draws on the latest available data and includes analysis based on market realities and careful analysis.

Staff Member	Role	Reports To	Contact
Erich Chatham	Lead – Primary Point of Contact	Adams County	Erich.chatham@civitassc.com (404) 408-1256
Jimmy Ardis	Report Writing Lead	Erich Chatham	Jimmy.ardis@civitassc.com (213) 361-5658
Tammie Hoy Hawkins	Data Analysis	Erich Chatham	tammiehoy@gmail.com (843) 864-9800
Pete Neiger	Data Collection & Mapping	Erich Chatham	PJNeiger@gmail.com (843) 424-5441
Vern Xiong	Data Collection & Mapping	Erich Chatham	Vern.xiong@gmail.com (651) 269-3001



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Elements of the Study

The basis of any solid housing study is the quality of the data. There are a number of reliable data sources that can be combined for this study in order to provide the most accurate and comprehensive view possible. Civitas's team will use data from the American Community Survey 2014 Five Year Estimates, Bureau of Labor Statistics, PolicyMap and local Multiple Listing Service (MLS), among others. Claritas and ESRI offer excellent, industry standard demographic data products (including projections) that can be purchased if County staff decides valuable after discussing the options and alternatives. During the initial meeting, Civitas will meet on-site with County representatives to discuss the project, develop detailed schedules and collect necessary information. County representatives will be asked to identify and provide any additional relevant data, reports or information to ensure that all community needs, conditions and resources are considered in the study.

In the process of completing similar market studies for other locales Civitas consultants have developed a wide-ranging list of key indicators which will be utilized to develop a comprehensive demographic, economic and housing profile of the County. For the demographic and economic profile a non-inclusive sampling of indicators that will be utilized is as follows: Population (2000, 2009, 2014), Population Growth, Age, Race, Gender, Educational Attainment, Household Size, Familial Status, Income, Poverty Status, Households by Number of Vehicles, Unemployment Rate, Labor Force Participation, Worker Commuting Patterns. For housing, indicators such as the following will be utilized: Owner vs. Renter Occupied, Owner vs. Renter Length of Residence, Housing Values, Housing Units by Structure, Housing Units by Bedrooms, Age of Housing, Substandard Housing, Households with Housing Problems (cost burdened, overcrowding, lack of adequate facilities), Real Estate Market Data (sales rates, foreclosure trends), Housing Affordability, Vacancy, Public Housing/Subsidized Housing Facilities. The most recent data source will always be used.

The team will identify and illustrate concentrations of various needs for housing and community development, and then suggest strategies to address the identified priority needs. Civitas will organize the report data into narrative format, and where it makes sense the report will also include maps, graphs and/or tables to visually display the data points. These formats are easy to read and can be used for multiple purposes.

It is important to note that in any situation where trends are being predicted and economic and housing data is being analyzed, the Civitas team urges caution as to the predictability of future events. As we learned from what happened in the housing market between 2007 and 2010, the trends that were predicted before 2007 did not hold true. Therefore, while we have utmost confidence in our methodology and data analysis, we encourage analysis of possible alternative scenarios and advise communities to take those into account for strategic planning purposes.

What follows are descriptions of the major Housing Needs Assessment and Balanced Housing Plan components that will be developed and compiled (the full list of indicators listed in the RFP will be adhered to):



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1. Existing Housing Stock

In cooperation with County representatives, the consultant team will develop a housing market analysis, using information from interviews, surveys, census data, consultation with local lenders, realtors, and related GIS software. Consultants will incorporate into this analysis an evaluation of the County's housing supply, the demand for housing, the current housing conditions, the cost of housing stock, and the kind of housing available to groups like seniors and the disabled. Sample of housing indicators (a full list will developed and vetted in collaboration with County staff to ensure all project goals are met):

- By tenure: rent, own
- By type: single, 2-family, triple-decker, multi-family
- By value: property values, rents
- By age and condition
- Vacancy rates

2. Sales Activity and Prices Over Last Five Years

To complete this section, the consultant team will work with local relators, developers, County staff and other stakeholders to gather the appropriate data sets, most likely MLS reports, including data by zipcode, type of building, type of owner and foreclosure-related activity.

3. Analysis of Housing Conditions Data

The consultant team will work with the County departments to review the number and types of code violations cited annually. These violation statistics will be summarized and combined with housing data to portray a picture of housing conditions and the prevalence of substandard housing in Adams County. Furthermore, the consultants will utilize the above stated data sources to provide an accurate depiction of the age and quality of the County's housing stock. Correlations and assumptions can then be made as to the number of code violations that can be expected in the future.

4. Data Organization

All of the previously recognized data points will be provided for the County as a whole in table and narrative format, as well as by householder demographics including income, household type (familial status) and by tenure type (owner or renter). Where appropriate, these data sets will be displayed both in map and tabular formats.

5. Demographics

Civitas's team will work with the County staff to develop a Community Profile, which will provide a general overview of Adams County. This profile will consist of a historical overview, an overview of the present-day situation, some brief demographic and housing data, and an overview of current relevant policies. The present-day sketch will outline the County's employment situation and major employers, current urban development issues, recreational activities, and any successful development or redevelopment ventures. The demographic and housing section will include an update of available U.S. Census and American Community Survey datasets including an overview of the current population of the County, including its ethnic and socio-economic makeup, as well as the current state of its housing



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situation, and land use issues. Special needs populations such as elderly and disabled will be given specific focus and analysis. The policy section will outline any current County policies that might have an impact on affordable housing or the operation of housing agencies (zoning, taxes, etc).

6. Economics and Transportation

Utilizing a mix of the available data sources, the consultant team will be able to provide an analysis of employment trends including employment by industry sectors, major employers, geographical distribution and areas for potential expansion. Current transportation data such as commuter patterns, modes of transport, etc will be analyzed and connected to employment patterns. With this information, the team will then be able to make an analysis of any existing housing needs as well as any anticipated needs based on future expectations.

7. Other Housing Elements

- Housing Affordability Analysis
- Housing Affordability Compared to Other Markets (including Denver Metro)
- Analysis of Abandoned, Vacant, and Dilapidated Residential Properties
- Housing Market Turnover/Sales Data
- Building Permit History
- Rental Market Analysis

8. Public Outreach: Housing Survey, Community Meetings and Stakeholder Interviews

Our experience conducting needs assessments and market analyses across the country has taught us that qualitative data is just as important as quantitative data. So in addition to the above noted data analysis, Civitas will conduct interviews with local housing professionals as well as conduct an on-line housing needs survey for Adams County residents, stakeholders, and service providers. Finally, Civitas will host community meetings to obtain public input (the exact scope and mix will be developed in collaboration with County staff, but a minimum of four public meetings: one for Needs Assessment input, one for Balanced Housing Plan input, two for presentation of findings. The results of outreach efforts will be summarized in the report and will advise the final analysis.

9. Balanced Housing Plan

Working with staff Civitas will develop a countywide consultation and coordination plan that provides for the participation and input of the various agencies and municipalities affected by the Balanced Housing Plan. Through this effort we will ensure maximum input into developing the strategies required to address the housing needs identified in the Assessment.

With the demographic and housing data from the Needs Assessment, as well as the County's identified housing needs, the next crucial step is to analyze how those needs can best be met given the myriad of opportunities and constraints present in the community. This includes: an analysis of barriers to housing development (i.e zoning, permitting, lack of private investment, etc); an evaluation of the funding



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landscape (currently utilized funding sources as well as new funding opportunities that can be pursued); and a review of the housing and community development delivery framework throughout Adams County. By butting the identified needs against the constraints and opportunities present in the community, a sober discussion can be had around the tradeoffs present in prioritizing public investment and planning efforts in the current environment. Furthermore, strategies will then be developed for tackling existing constraints and pursuing opportunities to meet future needs.

Implementation strategies and recommendations will be made based on the findings from the Needs Assessment and will be developed in full collaboration with all key stakeholders. Maximum buy-in and input at this level will ensure increased engagement and commitment when it comes time to implement. Strategies and recommendations will be developed for items such as: barriers to housing development (taxes, zoning, etc), consultation and coordination with other planning efforts, dissemination and promotion of the plan, performance measures and indicators for monitoring, and current funding allocations and opportunities for new potential funding. Short, mid, and long term action items will also be identified.

As mentioned in the public outreach section above, Civitas consultants will present the findings of the BHP to Council, the public, and key stakeholders – the precise mix of which will be developed in collaboration with County staff.



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4. Proposed Project Delivery Schedule

12-Month Delivery Schedule:

- Project Kickoff Meeting: Conference Call – Immediately upon contract award
- Project Kickoff Meeting: Site Visit, Stakeholder Interviews, Countywide Drive-Through (Onsite) – To be scheduled immediately upon award
- Data Collection start – immediately after Kickoff Call
- Data Collection end – 90 days from start date
- Existing studies metaanalysis and review start – Immediately after kickoff call
- Existing studies metaanalysis and review end – 90 days from project start
- Survey start – Two weeks from project start
- Survey end – 90 days from start date
- Public meetings – TBD
- Stakeholder interviews – immediately upon project start
- First draft of Needs Assessment delivered to County staff – 120 days from project start date
- Second draft of Needs Assessment delivered to County staff – 150 days from project start date
- Final draft of Needs Assessment delivered to County staff – 180 days from project start date
- Balanced Housing Plan start – immediately upon approval of Housing Needs Assessment
- Balanced Housing Plan consultation and coordination – completed 90 days from BHP start
- Balanced Housing Plan first draft for staff review – 120 days from BHP start
- Balanced Housing Plan second draft for staff review – 150 days from BHP start
- Balanced Housing Plan final draft delivered to staff – 180 days from BHP start



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5. Acknowledgements

* Civitas has assembled a fantastic team and made the proper arrangements to execute this project for Adams County in a timely and efficient manner. All of our projects to date have been delivered on budget and on time. Our team will be dedicated to seeing the County's project to successful completion.

** Civitas has recently completed a successful TA project with Adams County, CO and is currently under contract to complete an Annual Action Plan and provide IDIS training to Colorado Springs, CO. To date, all of our many projects across the nation (including Colorado and neighboring states) have been completed successfully, on time, and on budget.

Cost Proposal

2016.003 Balanced Housing Plan And Needs Assessment RFP

Office of the Purchasing Division
Adams County, Colorado
Attn: Anna Forristall, Contract Administrator
Adams County Government Center
4430 South Adams County Parkway
Brighton, CO 80601

Submitted by:
Civitas, LLC
1150 Wexford Park
Mount Pleasant, SC 29466



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Cost Proposal

For the services identified above, Civitas is prepared to provide these services for a rate not to exceed **\$55,000 plus the direct costs for printing and shipping**. This rate is broken down by deliverable components in the table below.

Description	Total
Task Order #1: Housing Needs Assessment	\$25,000
Task Order #2: Design & Develop A Balanced Housing Plan	\$30,000
Total	\$55,000
Printing, Binding & Shipping	\$2,500 estimated
Total with estimated printing & shipping costs	\$57,500*

* Printing and shipping costs will be billed to the County as a reimbursable expense only.



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References

Client: Bristol Township, PA
Point of Contact: Tom McDermott, Community Development Department Director
(215) 785-0500
TMcDermott@bristoltownship.org

Client: St George, Utah
Point of Contact: Matt Loo, Economic & Housing Director
(435) 627-4206
matt.loo@sgcity.org

Client: City of Spartanburg, SC
Point of Contact: Mitch Kennedy, Assistant City Manager
(864) 809-1232
mkennedy@cityofspartanburg.org

January 2008 – April 2008 <i>Graduate Intern</i>	Urban Land Institute South Carolina	North Charleston, SC
November 2006 – December 2007 <i>Graduate Assistant</i>	College of Charleston	Charleston, SC
May 2002 – June 2006 <i>Teacher, Department Chair, Head Coach</i>	Our Lady of Mercy Catholic High School	Fairburn, Ga.

EDUCATION

The College of Charleston <i>Masters of Public Administration 2008</i> Member of Phi Alpha Alpha Honor Society (3.95 GPA)	Charleston, SC
Oglethorpe University <i>Bachelors of Arts in History 2002</i> <i>Georgia Secondary Education Certificate (Social Studies)</i> 4 Time NCAA Academic All American President of Beta Nu Chapter of Kappa Alpha Order	Atlanta, Ga.

MEMBERSHIPS & PROFESSIONAL TRAINING

- Board of Directors, South Carolina Coalition for the Homeless
- Board of Directors, Coastal Carolina Community Development Corporation
- Board of Directors, Home Alliance Inc.
- Board of Directors, Myrtle Beach Community Land Trust
- Board of Directors, Grand Strand Housing & CDC
- GIS Technician
- HUD - HOME Program Certified Specialist: Rules & Regulations
- HUD – IDIS, DRGR & eCon Planning Suite Trainer
- HUD - Certified Housing Counselor (expired)

REFERENCES

Diana Seydlorsky
Community Development Director
Horry County, South Carolina
(843) 915-7033
seydlorsky@HorryCounty.org

Mitch Kennedy
Director Community Services Division
City of Spartanburg
Spartanburg, SC
(864) 596-2785
mkenedy@cityofspartanburg.org

Dr. Guy Ilagan
Professor
The Citadel Graduate College
Charleston, SC
(843) 693-9269
Guy.ilagan@gmail.com

August 2010 – March 2012 <i>Journalist/Staff Writer</i>	The Lucy Burns Institute: Ballotpedia and Judgepedia	Madison, WI
February 2007 - August 2009 <i>Research Associate</i>	Joseph P. Riley Jr. Center for Livable Communities	Charleston, SC
June 2007 - December 2008 <i>Urban Planning Intern</i>	I'On Group	Mount Pleasant, SC
March 2000 - March 2006 <i>Emergency Manager; Aviation Technician</i>	United States Air Force	Incirlik, Turkey; Tucson, AZ

EDUCATION

The College of Charleston <i>Masters of Public Administration 2008</i>	Charleston, SC
University of Maryland University College <i>Bachelors of Science in Business Administration 2006</i>	Adelphi, MD
Community College of the Air Force 2002 <i>Associate of Applied Science in Aviation Technology</i>	Maxwell, AL

PROFESSIONAL TRAINING & TECHNICAL SKILLS

- GIS Analyst; expert in ArcGIS (geographic information systems)
- Certified user of FEMA HAZUS-MH (risk assessment program)
- HUD HOME Program Certified Specialist: Rules & Regulations
- Supporting Inclusive Communities through Fair Housing Planning (AFFH training by NCRC/HUD)
- Experience with SPSS (statistical analysis software)

REFERENCES

Diana Seydlorsky
 Community Development Director
 Horry County, South Carolina
 (843) 915-7033
seydlorsky@HorryCounty.org

Mitch Kennedy
 Director Community Services Division
 Spartanburg, SC
 (864) 596-2785
mkennedy@cityofspartanburg.org

Dr. Guy Ilagan
 Professor
 The Citadel Graduate College
 Charleston, SC
 (843) 693-9269
Guy.ilagan@gmail.com

EDUCATION

The College of Charleston

Charleston, SC

Bachelor of Science – Economics – 2008-2010

Student Body Secretary (2008), Student Body Vice President (2008-2009), Student Leadership Award (2009), Phi Gamma Delta: Founding Father (2008), Phi Gamma Delta: Chair of Public Service Committee (2008)

Horry-Georgetown Technical College

Conway, SC

Associate of Arts – General Studies – 2006-2010

Dean's List (5 Semesters), President's List (1 Semester), Phi Theta Kappa National Honor Society (2007)

REFERENCES

Available Upon Request

Tammie C. Hoy, MPA

176 Ridegland Drive #311
Greenville, South Carolina 29601

843.864.9800
tammiehoy@gmail.com

OBJECTIVE

Provide 20 years of expertise and experience to the community economic development field.

EXPERIENCE

TOGETHER CONSULTING PRESIDENT/OWNER

October 2012- Present

- Principal consultant at Together Consulting focused on community economic development including affordable housing, community development financing, and asset building.
- Provide direct technical assistance and consulting services to nonprofit and for profit community based organizations and government entities focused on community economic development and financing.
- Experience in, nonprofit start up and development, strategic and nonprofit business planning and community development finance,
- Provide leadership and technical assistance to community based organization in program development and expansion, project management, fundraising, grant writing and capital planning.
- Provide guidance for board development and nonprofit management.
- Knowledge and experience with the development, management and compliance requirements for federal, state and local government community development programs provided by HUD and the US Treasury Department including but not limited to CDBG, HOME, NSP, and CDFI Fund.
- Experience in advocacy and policy implementation, outreach and educational workshops, forums and conferences

FEDERAL RESERVE BANK OF RICHMOND REGIONAL COMMUNITY DEVELOPMENT MANAGER

June 2010- October 2012

- Develop, implement and lead community economic development programming and outreach in the Carolinas on behalf of the Federal Reserve Bank of Richmond Community Affairs Department.
- Provide leadership with community leaders and stakeholders in the areas of nonprofit capacity building, neighborhood stabilization efforts, community development finance, financial literacy and consumer education on behalf of the Federal Reserve Bank.

- Develop local, regional and national partnerships with community development professionals, government entities, funders, foundations, research institutions and universities, etc. to deliver community development programming and research.
- Coordinate and facilitate community development activities, trainings, educational seminars, forums, conferences, research and publications on community economic development issues.
- Work with consultants, research staff, community development professionals and nonprofit leaders to develop and facilitate outreach efforts and resource development.
- Work with research and regional economists to develop surveys, studies and research projects (quantitative and qualitative) to analyze and report community development issues and trends.
- Develop, write and contribute to department and bank wide publications.

**LOWCOUNTRY HOUSING TRUST
FOUNDING EXECUTIVE DIRECTOR**

2004- 2010

- Founding Director of Lowcountry Housing Trust (LHT). Served as Chief Executive Officer (CEO)
- Developed, implemented and managed the first local housing trust fund in South Carolina.
- Built a startup non-profit from \$100,000 annual budget to over \$5M in just 5 years.
- Managed and directed activities of the organization; ensures fiscal, legal, and reporting accountability.
- Prepared and implemented annual and five year strategic plans including fiscal forecasts and budgets.
- Recruited, hired, supervised and evaluated all LHT personnel.
- Worked with financial institutions, governmental agencies, housing developers, community-based organizations, and other interested parties to foster the development of affordable housing.
- Ensured the necessary financial resources to meet both program and operating budgets through grant writing, fundraising and capitalization planning and implementation.
- Provided leadership and direction to become the first US Treasury certified Community Development Financial Institution (CDFI) in South Carolina to focus on affordable housing finance.
- Provided leadership and technical assistance to the City of Greenville to establish their local housing trust fund.

- Provided leadership in the area of affordable housing through statewide policy initiatives, coordinating legislative efforts through organized forums, advocacy and education.
- Worked with diverse sectors; public, private and nongovernmental agencies to develop, implement and pass local and state policies that actively promote affordable housing.
- Provided research, legislative drafting, education and advocacy; instrumental in the passage of the SC Local Housing Trust Fund Enabling Act, the Priority Investment Act and the Tax Increment Financing Act.
- Implemented and administered the Neighborhood Stabilization Program (NSP) for 3 counties for over \$7M.

CITY OF CHARLESTON
 DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT
 COMMUNITY DEVELOPMENT COORDINATOR

2001-2004

- Assisted Department Director and Deputy Director with implementing and managing the City's housing programs.
- Researched, analyzed, developed and implemented various public policy programs. Administered and assisted in the implementation of the City's community development programs and projects.
- Developed and implemented annual and multiyear comprehensive and community plans, annual federal reports, fair housing guidelines and analysis of impediments as required by US Department of Housing and Urban Development (HUD).
- Established partnerships and collaborative efforts with other municipalities and government entities as it relates to community development and housing related issues. Administered contracts to nonprofit organizations for City community development programs.
- Ensured compliance with federal programs including; but not limited, to environmental reviews, labor standards, fair housing and Davis Bacon. Developed and administered procedures that assist in maintaining federal compliance through the development of monitoring guidelines and work out strategies.
- Facilitated the development of the Charleston Housing Trust (now Lowcountry Housing Trust) including but not limited to conceptual business plan, 501 (C) incorporation, bylaws, programs and administrative guidelines, IRS non-profit application, projected budgets, fundraising plan and overall governance structure.

HARMONY PROJECT
 ASSISTANT PROGRAM DIRECTOR- HARMONY PROJECT
 GENERAL MANAGER- HARMONY WAREHOUSE

1996-1999

- Assisted Executive Director with organizational development, program management, fundraising, grant writing, donor recruitment, partnership development and organizational administration for community development nonprofit focused on community planning, revitalization, green building and sustainable development.
- Provided direct program support for community initiatives and asset mapping to include but limited to neighborhood plans, community strategic planning and grass roots community organizing.
- Established and implemented processes and systems for the development and operations of a 10,000 sq. ft warehouse, Harmony Warehouse, a reuse, recycle building material center to support affordable housing, a division of the Harmony Project. Provided program development and management of the Warehouse, including day to day operations, budget administration, personnel recruitment, management and volunteer coordination

MANER BUILDING SUPPLY

2000-2001

COMMERCIAL SALES REPRESENTATIVE

- Managed development projects for commercial facilities, primarily architectural doors, hardware and accessories utilizing knowledge of building codes and government specifications.
- Provided direct project management to architects and general contractors to ensure compliance with SBC, ADA, and Fire and Life Safety regulations, standards and procedures for commercial buildings.
- Worked directly with vendors and clients to ensure proper products quality and application. Administered RFP and submittals for commercial contracts and bid process for both public and private facilities.

EDUCATION

Master of PUBLIC ADMINISTRATION

2002

CONCENTRATION – POLICY, ADMINISTRATION, AND MANAGEMENT

PHI ALPHA ALPHA INDUCTEE

JOINT DEGREE COLLEGE OF CHARLESTON AND UNIVERSITY OF SOUTH CAROLINA

CHARLESTON, SC

Bachelors of Arts POLITICAL SCIENCE

1996

CONCENTRATION – LAW and GOVERNMENT RELATIONS

COLLEGE OF CHARLESTON, CHARLESTON, SC

PROFESSIONAL DEVELOPMENT AND TRAINING

- Partners in Professional Development, Federal Reserve Bank of Richmond
- National Development Corporation, Housing Finance, Course1

- Graduate- Francis Marion Non-profit Executive Leadership
- Graduate-Urban Land Institute Sustainable Leaders
- Fair Housing, Civil Rights Training, Labor Standards, Managing HUD and US Treasury Programs, HOME/CDBG/HOPWA/NSP/Community Development Finance

COMMUNITY SERVICE AND ACCOLADES

- Member SC Affordable Housing Coalition Board / Public Policy Co-Chair - 2008-2010, SC Palmetto Housing Planning Committee- Current
- Member Chamber of Commerce Developer's Council -2006- 2010
- Member SC Lt. Governors Affordable Housing Taskforce-2008
- Federal Reserve Bank of Richmond Community Development Advisory Council -2008-2010
- Member The Association of Housing Counselors Board of Directors - 2010-2012
- SC Commission for Minority Affairs Advisory Committee - Current

- Award- 2007 Charleston Business Journal 40 under 40
- Award- 2008 AIA Achievement Award for Community Service
- Award-2010CommunityDevelopmentFinanceInstitution2.0

PRESENTATIONS AND PUBLICATIONS

- Instructor-DUKE Nonprofit ManagementProgram-2010



Vern Xiong

651-269-3001 (C) • VERN.XIONG@GMAIL.COM

Vern is a Research Assistant for Civitas LLC's working remotely from Maplewood, MN. Civitas works with public, nonprofit and private organizations throughout the United States in the areas of community economic development and urban revitalization planning. www.civitassc.com

WORK EXPERIENCE

May 2014 – Current	Civitas LLC.	Maplewood, MN
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Research Assistant

Projects Include:

- City of Columbia, South Carolina
 - 2015 – 2019 Consolidated Plan and Annual Action Plan
 - 2015 Analysis of Impediment to Fair Housing Choice
- City of Charleston, South Carolina
 - 2015 – 2019 Consolidated Plan and Annual Action Plan
- City of Spartanburg, South Carolina
 - 2014 – 2018 Consolidated Plan and Annual Action Plan
 - 2015 Analysis of Impediments to Fair Housing Choice
- State of Pennsylvania
 - 2015 Analysis of Impediments to Fair Housing Choice
- City of Hialeah, Florida
 - 2015 – 2019 Consolidated Plan and Annual Action Plan
 - 2015 Analysis of Impediments to Fair Housing Choice
- City of Richmond, California
 - 2015 – 2019 Consolidated Plan and Annual Action Plan
- City of San Antonio, Texas
 - 2015 – 2019 Consolidated Plan and Annual Action Plan
- City of West Palm Beach, Florida
 - 2015 – 2019 Consolidated Plan and Annual Action Plan
- City of Norwalk, California
 - 2015 – 2019 Consolidated Plan and Annual Action Plan
- Knox County, Tennessee
 - 2015 – 2019 Consolidated Plan and Annual Action Plan

April 2002 – December 2012	Lao Family Community of MN	St. Paul, MN
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Youth and Family Program Manager

March 2001 – March 2002	One Source Supply, Inc.	Warrenville, IL
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E-Business Coordinator

EDUCATION

Greenville College
Bachelor of Art – 1995-1999

Greenville, IL

Fort Hays State University
Certificate in Grant Proposal Writing - 2012

Online

REFERENCES

Available Upon Request



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Amendment to Technical Proposal
Balanced Housing Plan and Needs Assessment
For Adams County, Colorado

Submitted by:
Civitas, LLC

Date: May 27, 2016



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To: Adams County Board of Commissioners
4430 South Adams County Parkway
Brighton, CO 80601

From: Civitas LLC
1150 Wexford Park
Mount Pleasant, SC 29466

RE: AMENDMENT #1 -PROPOSAL FOR BALANCED HOUSING PLAN AND HOUSING NEEDS ASSESSMENT

This letter is a response to our recent telephone conversation with Adams County staff regarding a request to provide an amended scope of services and budget to Civitas's original proposal for a Balanced Housing Plan and Housing Needs Assessment. Please find below a brief summary of our responses to the concerns outlined during our call, as well as an amended budget inclusive of these changes and the addition of local consulting personnel to assist with the public outreach portion of this engagement.

This proposal amendment is based on our best understanding of Adams County's needs as expressed in the original RFP and subsequent telephone discussion, however we are happy to make changes upon further discussion.

Civitas looks forward to continuing our working relationship with Adams County staff and facilitating the provision of decent, safe, and affordable housing to the citizens of your community in a manner that is fair and equitable to all. We feel our existing positive working relationship with County staff provides a solid foundation from which to build upon and bring this project to successful completion.

Sincerely,

Erich Chatham

Erich Chatham
Civitas, LLC
(404) 408-1256



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Public Outreach

Civitas found the County's recommendations and concerns regarding local presence to be very valuable. As such we have partnered with Denver-based Nanci Kerr and Sky to Ground, LLC to head up the public outreach portion of the project. Nanci has extensive local knowledge and presence, and her addition to the team will provide invaluable context and perspective into the housing needs of Adams County. Furthermore, Nanci has a working relationship with many key stakeholders such as the Growing Home, Adams County Housing Authority, Housing Colorado, and the Denver Metro Homebuilders Association. Under guidance from Civitas partners, Sky to Ground will lead public outreach efforts, including hosting community input meetings and conducting telephone interviews with key stakeholders throughout the County.

Public input meetings will be conducted in an open-ended format, designed to solicit maximum input from attendees. Four public meetings will be conducted for the Housing Needs Assessment as well as four additional meetings for the Balanced Housing Plan. Civitas and Sky to Ground have conducted countless community forums for various projects across the nation and have time-tested methods for obtaining meaningful feedback. Community meetings will begin with a brief presentation by Nanci Kerr and Sky to Ground explaining the purpose of the Study and providing attendees with basic preliminary housing and demographic data to inform their participation. From there attendees will be guided through a list of pre-selected questions designed to gauge public perception about the housing needs of the community. Spanish language translators and interpreters will be available upon request.

Furthermore, Sky to Ground will take the lead on conducting telephone interviews with key stakeholders throughout Adams County. Civitas will collaborate with County staff upon award to develop the list of stakeholders to be interviewed. From there Sky to Ground will engage stakeholders in discussions regarding housing needs in Adams County and then summarize the responses as part of the qualitative portion of the study.

Finally, given Sky to Ground's intimate knowledge with local development trends and policy realities, they will inform both the Needs Assessment and Balanced Housing Plan by providing policy analysis and report writing assistance throughout the project. Sky to Ground's Statement of Qualifications is provided as an attachment to this response letter. Civitas partners, Erich Chatham and Jimmy Ardis will conduct two public presentations of the final plan documents at times and locations to be determined by Adams County staff.



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Data Collection and Mapping Methodologies

Civitas employs a number of data collection and mapping methodologies for our varied research projects across the nation. To reiterate, we will take full advantage of all existing local and regional studies when conducting our initial data collection. Their key findings will be summarized in our final products. Furthermore, in addition to all standard public data sources mentioned in the original proposal (American Community Survey, US Census, Bureau of Labor Statistics, HUD OnceCPD Maps, etc.) Civitas will utilize a number of proprietary data and mapping sources to provide for varied angles and more nuanced perspectives. These include but are not limited to: ESRI Demographic Projections, Arc GIS Online, Claritas Demographics, Realty Track, Policy Map, Social Vulnerability Index (SoVI), as well as local MLS data.

Civitas Experience & Work in the Mountain West Region

Our team understands that Adams County staff may have some concern that Civitas is not a locally based firm and may just be trying to enter the Mountain West market. However, we would like to assure staff that Civitas has recently worked throughout your region and continues to have existing and on-going contracts that have us visiting and engaged in the region. Currently, Civitas is working with the City of Colorado Springs to complete their HUD 2016 Action Plan. Civitas consultant Erich Chatham is leading this engagement and was recently onsite with Colorado Springs staff to conduct IDIS and grants program management training and technical assistance. Additionally, Civitas has a long-term agreement in place with St. George, Utah to provide management and oversight of the City's CDBG program. This work has Civitas consultants onsite in St. George every month. Furthermore, Civitas has recently completed remote HUD Technical Assistance engagements for both Adams County and Casper, WY community development staff. These recently completed and ongoing engagements have helped Civitas to develop relationships throughout the region and will ensure our continued efforts and investments in the region.



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Civitas Staffing Plan

As mentioned above, Civitas has recently partnered with Nanci Kerr and Sky to Ground, LLC to assist with the community outreach efforts and stake holder interview processes. In addition to Nanci and her team, Civitas has recently hired a full time staff person, Lauren Warden-Rodgers, to assist with technical writing aspects of this engagement as well as final document editing and preparation for publication. Lauren's bio statement is provided below and her resume is provided as an attachment to this response.

Lauren Warden-Rodgers

Lauren is a document editor for Civitas, LLC. She has extensive experience in writing and research and has worked in the government, non-profit, and education sectors. Before joining Civitas, Lauren worked as a Content Editor for the Lucy Burns Institute's flagship project, www.ballotpedia.org. Lauren received a Bachelor of Arts in Spanish and Political Science at the University of Delaware. After graduation, she served as an intelligence officer in the United States Air Force before pursuing a Master of Public Administration from the College of Charleston with a focus on Urban Studies. (resume attached)

Below please find additional information on the roles and responsibilities for each Civitas staff member involved in this project. Bio statements and resumes were provided as part of the original proposal.

Erich Chatham, Partner

Erich will serve as the team lead for this project and will be the primary point of contact for Adams County staff. He will serve as the primary author for the Balanced Housing Plan. Erich will be present for all project meetings with Adams County staff and will personally conduct the final presentation(s) of the Balanced Housing Plan and Housing Needs Assessment reports.

Jimmy Ardis, Partner

Jimmy will serve as the report and data lead for this project, and will oversee the study methodology. He will serve as the primary author for the Housing Needs Assessment and will provide instructions and guidance for the data collection and report writing team members listed below. Jimmy will also be onsite for the final presentation(s) of the Balanced Housing Plan and Housing Needs Assessment reports.



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Tammie Hoy Hawkins, Senior Associate, Civitas, LLC

Tammie will assist with the development of the Balanced Housing Plan including local housing policy analysis and recommendations. She will work remotely for this assignment.

Peter J. Neiger

Peter will serve as the data collection and analysis lead for the Housing Needs Assessment. He will work remotely for this assignment.

Vern Xiong

Vern will serve as an assistant for data collection, and be responsible for all data mapping efforts for both the Housing Needs Assessment and the Balanced Housing Plan. He will work remotely for this assignment.

Lauren Warden – Rodgers

Lauren will serve as the final document editor for both the Balanced Housing Plan and the Housing Needs Assessment. She will work remotely for this assignment.



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Detailed Budget

During our recent telephone conversation, staff requested a more detailed break-down of the proposed budget including expanded efforts related to the Community Outreach efforts. We believe we have described those additional efforts above and the detailed budget is provided just below. Additionally, we understand there may be some initial concerns with our likely lower than average budget proposal. As Erich mentioned on the phone, Civitas partners deliberated over the proposed budget for quite some time and we believe the initial budget was a fair and honest proposal though we know the average market price for these types of studies is likely significantly higher than our proposed figure. We believe there are a few key items that distinguish our ability to provide a more cost effective approach to this type of work: 1) we never charge for travel time and our actual travel costs are always built into the budget proposal 2) Civitas has never, in over 8 years of relevant work, had to request a change order during the scope of such an engagement 3) our team works remotely and therefore we do not have large office space overhead and management expenses 4) we have a small but strong core team that has a long working history together which provides for effective communication, expectations and timely completion of work assignments.



CIVITAS

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Description	Hours	Rate	Total
Task Order #1: Housing Needs Assessment			
Community Out Reach Efforts	40	\$110	\$4,400
Community Meetings (4)	16	\$110	\$1,760
Data Collection & Mapping	100	\$110	\$11,000
Report Writing	120	\$110	\$13,200
Travel Expenses for Team Lead	-	\$1,500	\$1,500
Project Total	276	-	\$31,860
Task Order #2: Design & Develop A Balanced Housing Plan			
Community Out Reach Efforts	40	\$110	\$4,400
Community Meetings (4)	16	\$110	\$1,760
Data Collection & Mapping	75	\$110	\$8,250
Report Writing	150	\$110	\$16,500
Public Presentations of Plans (2)	10	\$110	\$1,100
Travel Expenses for Civitas Partners	-	\$2,500	\$2,500
Project Total	291	-	\$34,510
Printing, Binding & Shipping (estimated)			\$2,500
Contract Total	-	-	\$68,870



SKY TO GROUND a unique resource for project success

Both private real estate developments and large public infrastructure investments face a maze of governmental approvals and community relations issues that can endanger timelines, budgets and even project viability. SKY TO GROUND exists for one reason: to provide expert, single-source management solutions for these issues.

Founded in 2006, SKY TO GROUND offers a broad range of real estate development services for both the private and public sectors, specializing in entitlements, project management, stakeholder engagement and public information. We provide a high-tech and high-touch approach for our clients. We know the ins and outs of land planning, civil design, and land development ranging from planning studies to large infrastructure investments, to market-driven mixed-use developments and affordable housing. Our experience allows us to generate positive and bankable outcomes by attending to the details with a steady hand.

STAKEHOLDER ENGAGEMENT + PUBLIC INFORMATION we know communications + process + construction

SKY TO GROUND is a firm believer that relevant and effective community outreach is necessary for the success of any planning, design or construction endeavor. We provide a customized menu of stakeholder engagement strategies carried out through hands-on and innovative techniques. SKY TO GROUND recognizes some groups need a hand organizing multiple voices into a focused and constructive discussion.

Our success lies in our ability to explain complex design, review and construction processes to a variety of audiences. Stakeholders feel welcomed and heard through our professional and personal approach. We manage relationships with everyone from elected officials to next door neighbors. SKY TO GROUND builds public-private partnerships to overcome obstacles and avoid costly delays. We make it fun for communities while building project trust, goodwill, and support.

SERVICES

- communications strategy development
- community outreach and engagement
- meeting facilitation
- inter-agency and stakeholder coordination
- media relations

DEVELOPMENT

progress is in the details. lots and lots of details.

SKY TO GROUND offers uncommon entitlement expertise from the earliest stages of due diligence and acquisition through planning, civil design and construction. We build political support throughout the local and state approval processes of annexation, zoning, platting, site plan, and permitting.

The entitlement process can be complicated and time-consuming. Most projects are subject to extensive review and are heavily scrutinized by multiple government agencies before approval. This can lead to high costs and possible failure without the right people on your team to see it through. Hiring an entitlements expert well-versed in the process is the first step in realizing the value of your development.

the simplest way to mitigate risk

Contacting SKY TO GROUND to manage your entitlements is the simplest, most cost-effective step to protect your project schedule and investors. We're veterans who know what to submit, to whom and when. No project exists in a vacuum and we know how to anticipate and manage the friction points that slow projects down. Our knowledge of negotiations, local channels and players is without comparison. For big, bold projects, the devil is in the details. We coordinate every submittal and review process to master those details and mitigate risk.

who needs to say yes?

- ⦿ adjacent property owners
- ⦿ registered neighborhood organizations
- ⦿ home owners associations
- ⦿ water and sanitation districts
- ⦿ metropolitan districts
- ⦿ dry utility providers
- ⦿ urban drainage and flood control districts
- ⦿ fire districts
- ⦿ ditch companies and railroads
- ⦿ severed mineral rights holders
- ⦿ colorado department of transportation
- ⦿ colorado division of wildlife

RECENT EXPERIENCE

community and stakeholder engagement

- City of Denver, 21st and Wyknoop Street Design Study, 2015
- City of Aurora, East Aurora Annexation Study, 2015
- Douglas County, Lucent Blvd. Station Area Plan, 2014-2015
- Denver South Transit Management Association, 1-25 South Corridor Study, 2014-2015
- City of Denver Northeast Downtown Next Steps Study, 2014-2015
- City of Ft. Collins, Collage Avenue Corridor Plan, 2014
- City of Denver, Golden Triangle Neighborhood Plan, 2013-2014
- City of Denver, Auraria Connectivity Study, 2013-2014
- Denver Housing Authority, Mariposa Redevelopment Phases 3 & 4, 2012-2013
- City of Denver, Federal Decatur Station Area Plan and General Development Plan, 2012-2013
- City of Denver Northeast Downtown Neighborhood Plan, 2010-2012
- City of Denver, Station Area Plan at National Western Stock Show, 2010-2012

government affairs and entitlement

- Gates Redevelopment, Due diligence on partially remediated 6 acres, Denver, 2015
- DelWest, Entitled 142 affordable units in Adams County, 2015
- KB Home, Somerset Meadows, Due diligence on 200 lot subdivision while in litigation, Longmont, 2015
- Denver Housing Authority, Entitlements for Mariposa Redevelopment Phase 6, 2014
- RTD, Entitlements and Public Information for Wadsworth and Sheridan Stations on West Rail Line, Lakewood & Denver, 2012-2013

real estate development

- During Nanci's ten years in the homebuilding industry, she entitled +/- 2,500 lots or parcels in over fifteen cities and counties throughout the Denver Metro Area.
- Certified expert witness in Adams and Boulder Counties, CO.

SKY TO GROUND CERTIFICATIONS

- CDOT SBE/MMBE/DBE
- City of Denver SBE/MMBE/DBE
- RTD SBE/MMBE/DBE
- construction management: water and sewer line
- construction management: highway, road, street, and bridge
- real consultants (except agents, appraisers) offices
- marketing research and public opinion polling
- urban planning services
- marketing consulting services
- economic consulting services
- advertising agencies
- public relations services

NANCI KERR

resume

Nanci Kerr is the founder and President of SKY TO GROUND LLC. With 18 years of experience in land development, entitlements, project management, community involvement, and public information, Nanci knows how to engage diverse stakeholders in the community-building processes. She is highly regarded for her knowledge of multiple partner decision making processes, communicating complex issues and forging links among diverse interests. Nanci has a history of proactively building political support and managing risk and expectations to avoid costly delays.

Nanci started her career as the Town Manager of Kremmling, CO and Assistant Town Manager of Parker, CO. Later she became the Director of Land Development for a homebuilder, overseeing entitlements and site improvements while utilizing multiple sources of capital, including proceeds from metropolitan districts and urban renewal authorities. During the four years she served on the Arvada Urban Renewal Authority (AURA) the city experienced more reinvestment than in decades. Nanci's experience ranges from highly amenitized, master-planned communities to tight, urban infill sites design and affordable housing.

memberships + associations

Director at Large for Women's Transportation Seminar (WTS)
Board of Commissioners for Arvada Urban Renewal Authority (AURA), retired
Member of Urban Land Institute (ULI)
Board of Directors for Metro Housing Coalition (MHC)
Founding Member of Women's Leadership Initiative (WLI) for ULI
Mentor for City of Denver and ULI Real Estate Development Initiative (REDI), retired
Board of Directors for Denver Kids Inc (DKI)

contact

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education

MPA, Local Government Management,
University of Colorado at Denver
BA, Political Science, Colorado State
University

honors + awards

LEED Accredited Professional
Forty under 40, Denver Business Journal
Graduate of Leadership Denver
Outstanding Volunteer, Urban Land Institute