



**PROFESSIONAL SERVICES CONTRACT
CONSULTING SERVICES for an
HOUSING ACTION PLAN
Contract No. RFP E15-034**

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("City"), and czbLLC whose address is 2001 Mt. Vernon Ave., Alexandria, VA 22301, phone 703-547-3708 ("Consultant").

Witnesseth:

Whereas, the City desires to engage the Consultant for the purpose of rendering certain professional services, and

Whereas, the Consultant represents that it is in all respects licensed and qualified to perform such services;

Now, Therefore, the parties agree as follows:

1. CONTRACTUAL RELATIONSHIP. The parties intend that an independent Consultant/City relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. Consultant is not considered to be an agent or employee of City for any purpose, and the employees of Consultant are not entitled to any benefits that City provides for City's employees. It is understood that the City does not agree to use the Consultant exclusively. It is further understood that the Consultant is free to contract for similar services to be performed for others while it is under contract with the City.

2. SCOPE OF SERVICE. The Consultant shall carry out in a professional and prudent manner all of the services required by the Contract. These services include all of the services described in Appendix A. Consultant will diligently proceed with the Scope of Services, and will provide such services in a timely manner.

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

- (A) Except as noted in Appendix A, the Consultant represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.
- (B) All of the services required hereunder will be performed by the Consultant or under its supervision.
- (C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the Contract Administrator.
- (D) Consultant warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.

4. TIME OF PERFORMANCE. The services of the Consultant are to commence after the execution of the Contract and issuance of Notice to Proceed and Purchase Order. All work

shall be completed no later than the time specified in Appendix A. Amendment to this Contract may be made upon mutual, written agreement prior to the contract expiration date.

5. REPORTING. Except as authorized within Appendix A, the City's primary representative for this Contract shall be Beth McKibben. The City Manager shall be an alternate representative. The City shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be Charles Buki.

6. COMPENSATION. The City agrees to pay the Consultant according to the schedule attached as Appendix B. The Consultant's estimated fee schedule is attached to Appendix B.

7. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, except causes beyond the control of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.

8. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City become its property, and the Consultant will be paid an amount not to exceed the sum set forth in Appendix B for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

9. CONTRACT AGREEMENT. All parties mutually agreed to the terms of this Contract. The Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

10. CHANGES. The City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.

11. EQUAL EMPLOYMENT OPPORTUNITY. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

12. CONFLICTS OF INTEREST. Consultant agrees that no employee of the City who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Consultant learns of any such interest, the Consultant shall without delay inform the City Attorney or one of the officers specified in Paragraph 5.

13. ETHICS. Consultant shall discharge its duties fairly, impartially and maintain a standard of conduct that competently serves the City and the interests of the City. Consultant shall at all times exercise unbiased judgment when performing its duties under this contract.

14. PUBLIC RELATIONS. Consultant shall issue press releases, respond to press inquiries, make public speeches, appear on broadcast media or otherwise engage in public relations regarding the project only with the specific approval of the CBJ Project Manager.

15. ELECTED OFFICIALS. The Consultant shall respond to project-related inquiries from elected officials by providing impartial, factual information, but shall not initiate contact or attempt to persuade an elected official to agree with any viewpoint or to take any official action. The Consultant will promptly notify the Project manager of any request by an elected official for project-related information.

16. ASSIGNABILITY. The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the City; however, claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. FINDINGS CONFIDENTIAL. Any information given to or prepared by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

18. IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City, shall carry a City notation or logo as directed by the City.

19. PUBLICATION, REPRODUCTION, AND USE OF MATERIALS. No services, information, computer program elements, reports or other deliverables which may have a potential patent or copyright value produced in whole or in part under this Contract shall be subject to copyright in the United States or any other country.

If a copyright applies by law to the work produced under this Contract, that copyright will either be signed over to the City or the City will be given unrestricted license to the copyright. The City shall have unrestricted license to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. If this Contract includes architectural and/or engineering design services, any use of the design features or details produced under this Contract on other City facilities will be at the City's risk.

20. RECORDS. During performance and after termination of this Contract, each party shall make available to the other party for inspection and copying, all records, whether external or internal, having any relevance to this Contract.

21. INSURANCE REQUIREMENTS. The Consultant has secured and shall maintain insurance for the risks and in the amounts specified in Appendix C. The Consultant and its insurance carrier waive subrogation against the City, except Workers Compensation and Professional Liability.

22. INDEMNIFICATION AND HOLD HARMLESS. The Consultant agrees to defend, indemnify, and hold harmless CBJ, its employees, and authorized representatives, with respect to any action, claim, or lawsuit arising out of or related to the Consultant's negligent performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law, meaning that if there is a claim of, or liability for, a joint act, error, or omission of the consultant and the CBJ, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. This agreement is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Consultant arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Consultant in a timely manner of the need for indemnification, but such notice is not a condition precedent to Consultant's obligations and may be waived where the Consultant has actual notice.

23. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

24. SUCCESSORS. This Contract shall be binding upon the successors and assigns of the parties.

25. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be this document, Appendix A, Appendix B and Appendix C.

In Witness Whereof the parties have affixed their signatures the date first above set out:

CITY AND BOROUGH OF JUNEAU

Kimberly A. Kiefer

Kimberly A. Kiefer
City and Borough Manager
Date *1/29/15*

czbLLC

Charles Buki

Charles Buki
President
cbuki@cab.org
Date *1/28/15*

Approved as to content:

Greg Smith

Greg Smith
Contract Administrator
Date *1/28/15*

276020101-5322

APPENDIX A: SCOPE OF SERVICES
CONSULTING SERVICES for an HOUSING ACTION PLAN
Contract No. RFP E15-034

The Consultant shall:

1. Analyze your market, your policies, your programs, and your resulting supply flow and determine how large or small an affordability gap exists, and where (in terms of HH AMI and tenure); this will be largely confirmatory given volume and depth of recent work done by/for CBJ.
2. Determine the extent to which:
 - City policies and other factors impede supply production, and recommend modifications as a means of increasing supply of affordable product
 - New tools could be created or copied/stitched together from elsewhere and be useful in Juneau to grow supply
 - Low wages are the core of Juneau's problem or high housing costs owing to demand are, or both, so as to make recommendations more along a supply production route or an income growth path
 - Juneau has expertise useful in crafting strategy that this endeavor can tap into (via engagement of stakeholders, local housing organizations, advocates, and the development community)
3. Recommend strategic responses that have a good chance of being implemented (which means a probability of being funded by local revenue, since it isn't likely there will be any untapped nonlocal source)

Tasks are outlined in the attached memorandum from Charles Buki to Beth McKibben, dated December 23, 2014.

PERSONNEL: The Consultant's primary personnel for this work will be:

Charles Buki, President czbLLC
Karen Pooley, Ph.D., Senior Associate, czbLLC
Al Tetrault, Senior Associate, czbLLC, Principal, Tetrault & Associates
Rob Krupicka, Senior Associate, czbLLC; Founder, WiseQuail
Andrea Weinberg, Project Management, czbLLC

The completion date for this project is August 15, 2015.

This contract expires on December 31, 2015, unless an amendment changing this date is fully executed prior to December 31, 2015.

**APPENDIX B: COMPENSATION
CONSULTING SERVICES for an HOUSING ACTION PLAN
Contract No. RFP E15-034**

Amount of Payment

Lump Sum

Consultant shall be compensated a lump sum amount of \$72,242 for satisfactory performance of all services described in this contract.

Method of Payment

Monthly Payable within 30 days of receipt of an invoice approved by the project manager and progress report stating the amount of services completed.

Consultant Invoice Requirements

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this contract must be submitted separately from invoices for services performed under any other contract(s).
- Invoices must include the CBJ Contract Number and Purchase Order numbers.

The CBJ shall have the right to inspect all records of the Consultant, and of any sub-consultants, pertaining to this project. Records shall be maintained by the Consultant and sub-consultants for a period of three years after completion of services.

When travel is necessary as part of the professional services to be provided, the following shall be followed:

- ◆ Airline tickets should be purchased at the 14 day advanced purchase price. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Project Manager.
- ◆ Per diem meal allowance shall be: \$60.00 (\$12.00 for breakfast, \$16.00 for lunch and \$32.00 for dinner).
- ◆ The Consultant shall stay at the hotel with a daily rate not to exceed \$125.00.
- ◆ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the CBJ.
- ◆ Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.

APPENDIX C: INSURANCE REQUIREMENTS
CONSULTING SERVICES for an HOUSING ACTION PLAN
Contract No. RFP E15-034

The Consultant must provide certification of proper insurance coverage or binder to the City and Borough of Juneau. The certificate of insurance supplied to the City shall state that the City is named as “**Additional Insured for any and all work performed for the City & Borough of Juneau.**” The Additional Insured requirement does not apply to Professional Liability and Workers Compensation insurance. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City no longer requires certificates of insurance referencing project names and contract numbers. Proof of the following insurance is required before award:

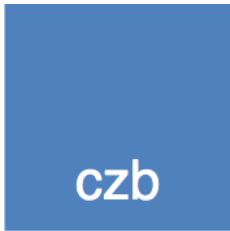
Commercial General Liability Insurance. The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate.

Professional Liability Insurance. The Consultant must maintain Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) aggregate to protect the Consultant from any claims or damages for any error, omission, or negligent act of the Consultant, the Consultant's firm and employees. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract.

Workers Compensation Insurance. The Consultant must maintain Workers Compensation Insurance to protect the Consultant from any claims or damages for any personal injury or death which may arise from services performed under this contract. This requirement applies to the Consultant's firm, the Consultant's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury, and five hundred thousand dollars (\$500,000.00) policy limits.

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage.

Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made for claims under the above coverage, except Workers Compensation and Professional Liability.



MEMORANDUM

TO Beth McKibben, CBJ
COPY Karen Pooley, Rob Krupicka, Andrea Weinberg
FROM Charles Buki, czb
DATE Tuesday, December 23, 2014

Hi Beth

Thanks for yesterday's call. I recall that you need items regarding scope to proceed. Hopefully this suffices.

Notes

Here is the essence of what we (czb) are proposing:

1. Analyze your market, your policies, your programs, and your resulting supply flow and determine how large or small an affordability gap exists, and where (in terms of HH AMI and tenure); this will be largely confirmatory given volume and depth of recent work done by/for CBJ.
2. Determine the extent to which
 1. Your policies and other factors impede supply production, and recommend modifications as a means of increasing supply of affordable product
 2. New tools could be created or copied/stitched together from elsewhere and be useful in Juneau to grow supply
 3. Low wages are the core of Juneau's problem or high housing costs owing to demand are, or both, so as to make recommendations more along a supply production route or an income growth path
 4. Juneau has expertise useful in crafting strategy that this endeavor can tap into (via engagement of stakeholders, local housing organizations, advocates, and the development community)
3. Recommend strategic responses that have a good chance of being implemented (which means a probability of being funded by local revenue, since it isn't likely there will be any untapped nonlocal source)

On the next page is a breakout of the tasks suitable for a contract scope.

Charles

Task	Description	Start	Complete
1	czb will review relevant planning, financial, and development documents and other pertinent private and public data to aid in understanding local conditions and the community's housing needs.	January 1 or at project inception	Start + 90 days
2	Public Outreach		
	SME - via phone/video conf/email	January 1 or at project inception	Start + 60 days
	<ul style="list-style-type: none"> • Realtors and Lenders • Juneau Planning Commission • Senior Staff - CBJ • Assembly • JAHC • AHFC, AHDC, THRHA, JEDC, VOA 		
	Focus Groups	March	
	<ul style="list-style-type: none"> • Realtors and Lenders • Senior Staff - CBJ • JAHC • THRHA • Nonprofit Developers (ID'd by POC) • For Profit Developers (ID'd by POC) • Rental Property Owners/Asset Managers 		
	Internet-based Survey Distributed to Public	Start + 30	Start + 90
	Presentation of Draft to JAHC and Appropriate SMEs	May	
3	Barrier Statement	Start + 60	Start + 90
4	Draft (incl Goals, Objectives, Recommendations)	Start + 60	Start + 120
5	Strategy Refinement	Start + 90	Start + 180
	<ul style="list-style-type: none"> • Content <ul style="list-style-type: none"> • Will include comments on <ul style="list-style-type: none"> • Quality • Diversity (type/affordability) • Target Area • Private Sector Alignment of S/D • New Funding Stream Potentiality/Lack Therefore • Partner Potential • TOD Potentiality • Land Use • Structure <ul style="list-style-type: none"> • Timeline • Allocation of Responsibility 		
6	Presentation of Final Document to JAHC and Assembly	June 15 - August 15 Timeframe	

Proposed Schedule - Juneau
 For Discussion Purposes Only
 Juneau/czb - 11-24-14

Schedule (Draft)									
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
		Analysis							
				Strategy					
						Finalize/Present			

