



**CITY OF MADERA  
INTEROFFICE MEMORANDUM**

**DATE:** February 14, 2020

**TO:** Honorable Mayor and City Council Members

**FROM:** Ivette Iraheta, Grants Administrator

**SUBJECT:** February 19, 2020 City Council Meeting  
Late Distribution of Report for Item D-3

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You were provided a draft agreement between the City of Madera and Crescendo Consulting Group, LLC for professional consulting services. Attached is the final agreement.

**AGREEMENT BETWEEN THE CITY OF MADERA AND CRESCENDO CONSULTANT GROUP, LLC FOR PROFESSIONAL CONSULTING SERVICES FOR COMPLETION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2020/2024 CONSOLIDATED PLAN, CITIZEN PARTICIPATION PLAN STRATEGIC PLAN, ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING AND ANNUAL ACTION PLAN**

**PARTIES**

The City of Madera hereafter referred to as "CITY", and Crescendo Consultant Group, LLC hereafter referred to as the "CONTRACTOR."

This Agreement made and entered into this 20<sup>th</sup> day of February 2020, between City and CONTRACTOR.

**RECITALS**

**WHEREAS**, the CITY has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

**WHEREAS**, the U.S. Department of Housing and Urban Development's (HUD) regulations require entitlement jurisdictions to submit a Five-Year Consolidated Plan for 2020/2024, Citizen Participation Plan, Strategic Plan, Analysis of Impediments to Fair Housing Choice to identify specific non-housing, housing HUD, Department of Housing and Community Development (HCD) HOME and CalHome Programs (the PROJECT) is eligible for funding under 24 CFR Part 570.201(c); and

**WHEREAS**, CITY has determined that services of a qualified consulting firm are required to complete the PROJECT and has engaged in a competitive process to secure such services; and

**WHEREAS**, the CONTRACTOR has submitted a Project proposal and budget to provide in-depth expertise to carry out the PROJECT consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the Request for Proposals issued by CITY for the PROJECT.

**WHEREAS**, CONTRACTOR is dedicated to establishing a partnership with the community and to assist CITY in preparing and completing the PROJECT; and

**AGREEMENT**

**NOW THEREFORE**, the parties hereto agree as follows:

1. Services

CONTRACTOR shall provide all services and responsibilities as set forth in the Scope of Work and Budget, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15<sup>th</sup>) day of the month following the end of the current month. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed sixty thousand dollars (\$60,000) in fiscal year 2019/2020.

b. Public Information

CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

4. Compliance with Laws

The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract February 20, 2020, and shall end its performance May 21, 2020, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Time of Completion

- a. The parties hereto agree to the schedule set forth in Exhibit "A," including the deadlines specified therein for submission of Final PROJECT documents to HUD.
- b. CONTRACTOR shall not be held responsible for delays caused by CITY review, or by reasons beyond CONTRACTOR's control. CONTRACTOR shall not stop work on the PROJECT, including work in areas unrelated to any extra services request, unless it can be shown the PROJECT work cannot proceed while a claim or request for extra service is being evaluated.
- c. Time is of the essence in the completion of the services covered by this Agreement. Failure to CONTRACTOR to comply with the above time schedule by more than thirty (30) calendar days, unless the delay is not attributable to CONTRACTOR or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Paragraph 13.

8. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under

this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance. Upon completion of, or in the event of termination of this Agreement, all original documents, designs, drawings, models, computer files, surveys, notes and other documents prepared in the course of providing the services to be performed under this Agreement shall become the property of the City.

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices. The CONTRACTOR shall also furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. In the event that the CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payment until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

CITY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

9. Assignment

CITY and CONTRACTOR may not assign or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

10. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by the CITY prior to

execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "A." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR shall be responsible to the CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

In addition, if the CONTRACTOR receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "B."

11. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

12. Discrimination

a. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status or disability status in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

b. Suspension of Compensation

If an allegation of discrimination occurs, the CITY shall withhold all further funds until the CONTRACTOR can show by clear and convincing evidence to the satisfaction of the CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

c. Nepotism

Except by written consent of the CITY, no person shall be employed by the CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'S organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

13. Termination

- a. This Agreement may be immediately terminated by CITY for cause where in the determination of CITY, any of the following conditions exist: (1) failure to comply with any terms of this Agreement, (2) a materially incorrect or incomplete report, (3) an improper performance of services.
- b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the CITY hereunder constitute a waiver by the CITY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the CITY may, in its sole discretion, immediately suspend or terminate this Agreement.
- c. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

14. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "A" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Administrator, or his designee.

15. Administration

The City of Madera Grants Department shall administer this Agreement.

16. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The

CONTRACTOR shall participate in evaluation of the program.

CONTRACTOR shall cooperate fully with CITY, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

17. Audits and Inspections Access

CONTRACTOR shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to CITY or its authorized representative for examination all of its records and data with respect to matters covered by this Agreement. CONTRACTOR shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

18. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in the County of Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

19. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

20. Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the CONTRACTOR'S performance of its obligations under this agreement or out of the operations conducted by CONTRACTOR, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from CONTRACTOR'S performance of this agreement, the CONTRACTOR shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.



21. Independent Contractor

For the purposes of this Agreement, "CONTRACTOR" shall be deemed to include not only CONTRACTOR, but also any agent or employee of CONTRACTOR. CONTRACTOR acknowledges and agrees that at all times, CONTRACTOR or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by CITY under this Agreement. CONTRACTOR, its agents, and employees will not represent or hold themselves out to be employees of the CITY at any time. CONTRACTOR or any agent or employee of CONTRACTOR shall not have employee status with CITY, not be entitled to participate in any plans, arrangements, or distributions by CITY pertaining to or in connection with any retirement, health or other benefits that CITY may offer its employees. CONTRACTOR or any agent or employee of CONTRACTOR is liable for the acts and omissions of itself, its employees, and its agents. CONTRACTOR shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to CONTRACTOR'S performing services and work, or any agent or employee of CONTRACTOR providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CITY and CONTRACTOR or any agent or employee of contractor. Any terms in this Agreement referring to direction from CITY shall be construed as providing for direction as to policy and the result of CONTRACTOR'S work only, and not as to the means by which such a result is obtained. CITY does not retain the right to control the means or the method by which CONTRACTOR performs work under this Agreement.

22. Insurance Requirements

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

*Minimum Scope and Limits of Insurance*

Service Provider shall maintain limits no less than:

- \$1,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$1,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including

coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors and Omissions)** per claim and in the aggregate. CONTRACTOR shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in CONTRACTOR'S bid.

#### *Maintenance of Coverage*

Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

#### *Proof of Insurance*

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### *Acceptable Insurers*

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

#### *Waiver of Subrogation*

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

*Enforcement of Contract Provisions (non estoppel)*

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

*Specifications not Limiting*

Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

*Notice of Cancellation*

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

*Self-insured Retentions*

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

*Timely Notice of Claims*

Service Provider shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

*Additional Insurance*

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

23. General Provisions

- a. Notices to the Parties. Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or email, and shall be addressed as follows:

To City: Grants Administrator, 205 W. 4<sup>th</sup> Street, Madera, CA 93637, Email: iiraheta@madera.gov

To Contractor: Managing Principal, 48 Free Street, Portland, Maine 04101, Email: scottg@crescendocg.com

b. Public Records Act. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et seq.). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

c. Modification of this Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written modification of this Agreement.

d. Government Code Claim Requirement. No suit for money damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive, or excuse Contractor's compliance California Government Code Section 900, et seq.

e. Agreement Made in California; Venue. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in the City of Madera and County of Madera.

f. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

g. Entire Agreement. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written provisions.

h. Waiver. In the event that either party waives any breach of this Agreement, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other term, condition, or obligation.

i. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to the effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

**CITY OF MADERA:**

**CRESCENDO CONSULTANT GROUP, LLC**

By: \_\_\_\_\_  
Andrew J. Medellin, Mayor

By: \_\_\_\_\_  
Scott Good, Managing Principal

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

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

**ATTEST:**

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Alicia Gonzalez, City Clerk

By: \_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

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

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

## **EXHIBIT A**

### **SCOPE OF WORK**

The City of Madera is working with Crescendo Consulting Group (CONTRACTOR) to prepare and submit as required its next five-year Consolidated Plan (FY 2020/2024) and Annual Action Plan (FY 2020/2021) pursuant to 24 CFR Part 91, per the IDIS Consolidated Plan Template, as necessary to receive a direct allocation of Community Development Block Grant (CDBG) Funds from the U.S. Department of Housing and Community Development (HUD), an Analysis of Impediments to Fair Housing Choice (AI), a Strategic Plan, and other components of the Consolidated Plan as referenced herein.

### **DESCRIPTION OF SERVICES**

The following SCOPE OF WORK outlines the professional service tasks to be conducted by the CONTRACTOR. The Scope of Work includes both activities in which City staff leads or has specific involvement, as well as those for which the CONTRACTOR has primary responsibility.

- Establish a foundation for efficient project management and communication.
- Conduct the Analysis of Impediments to Housing (AI).
- Conduct the Housing Market Analysis (MA) and Needs Assessment (NA).
- Develop the Strategic Plan (SP) and Annual Action plan (AAP).
- Prepare draft version and final version deliverables.

### **DELIVERABLES**

1. Consolidated Plan (FY 2020/2024)
2. Analysis of Impediments to Fair Housing Choice (AI)
3. Strategic Plan
4. Citizens Participation Plan
5. Annual Action Plan (FY 2020/2021)
6. STBG Program Guidelines (Approved by U.S. HUD or CA Housing and Community Development)

EXHIBIT B

<b>TOTAL PROJECT COSTS</b>	<b>\$60,000</b>
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Scope of Work Major Task	Total Hours	Extended Cost
<b><u>Establish a foundation for efficient project management and communications</u></b>		
Project kickoff meeting onsite in Madera	12	\$1,500
Identify informational needs and develop / approve a plan to acquire and analyze information	6	\$630
<b><u>Conduct the Analysis of Impediments to Housing (AI)</u></b>		
Review policy and financial issues impacting housing	24	\$2,640
Conduct AI-related secondary and primary research	18	\$1,890
<b><u>Conduct the Housing Market Analysis (MA) and Needs Assessment (NA)</u></b>		
Secondary Data Research	42	\$4,530
Generation and analysis of CHAS database data	6	\$630
Conduct City of Madera interviews and collect additional qualitative research	50	\$5,290
Community Meetings	28	\$3,140
Community Survey creation, dissemination and tabulation of results including AI information	30	\$3,030
Build Geocoded Maps	6	\$630
Draft Needs Assessment	42	\$4,530
Draft Housing Needs Analysis	42	\$4,530
<b><u>Develop the Strategic Plan (SP) and Annual Action Plan (AAP)</u></b>		
Work with City of Madera staff to populate planning, data, goals, or other informational needs.	42	\$4,530
Incorporate insight from the AI and NA	-	\$-
Develop an analysis of the Strategic Plan impact on target populations and create the AAP	12	\$1,500
<b><u>Prepare draft version and final version deliverables</u></b>		
Prepare and submit a draft version of the full AI, Consolidated Plan (MA, NA, SP, AAP), and other deliverables	36	\$3,780
Review, revise, finalize (IDIS prepare) all materials	30	\$3,210
Submit final versions of all materials and submit	24	\$2,640
Client follow-up and support	36	\$3,780
<b><u>Total Direct Costs</u></b>		<b>\$7,590</b>
-		
<b>TOTAL</b>	<b>486.0</b>	<b>\$60,000</b>

## EXHIBIT C

### SOCIAL/PUBLIC SERVICE REQUIREMENTS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland "Anti-Kick Back" Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also, in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.



K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.

M. The lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).

N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.

O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.

Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).

R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.

T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFRE 570.200 relating to Special Assessments.

U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.

V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.

W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.

X The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” as required by 29 CFR Part 98.