

City of Anaheim
Housing & Community Development Commission Meeting
Council Chamber, City Hall
200 S Anaheim Blvd., Anaheim, CA 92805
September 4, 2024
5:00 P.M.

I. CALL TO ORDER

II. PUBLIC COMMENTS

III. APPROVAL OF MINUTES

- 1) June 5, 2024
- 2) July 17, 2024

IV. ACTION ITEMS

- 1) Regional Analysis of Impediments to Fair Housing Choice MOU – Linda Ly

V. INFORMATIONAL ITEMS

- 1) Housing Trust Fund – Grace Stepter
- 2) Affordable Housing Workshop – Grace Stepter
- 3) Tampico Motel Conversion – Eric Chavira

VI. COMMISSIONERS' REPORTS AND COMMENTS

VII. STAFF COMMENTS

VIII. ADJOURNMENT

Edwin Puebla

Edwin Puebla, Senior Secretary

POSTING STATEMENT: The agenda was posted by Friday, August 30, 2024, at 5 p.m. a true and correct copy of this agenda was posted in the lobby of Anaheim West Tower, 201 S. Anaheim Blvd and online at the Agenda Center at <http://www.anaheim.net/AgendaCenter/>.

ACCESSIBILITY: If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation in order to observe and/or offer public comment may request such reasonable modification, accommodation, aid, or service by contacting the Community and Economic Development Department at 714-765-4300 ext. 4838 or via email to epuebla@anaheim.net no later than 8:00 AM on the day of the scheduled meeting.

Any writings or documents provided to a majority of the Anaheim Housing and Community Development Commission regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection by contacting the Community Development Department located at 201 S. Anaheim Blvd., Suite 1003, during regular business hours.

June 5, 2024

Draft Minutes

**ANAHEIM HOUSING & COMMUNITY DEVELOPMENT COMMISSION MEETING AND PUBLIC HEARING
201 S. Anaheim Blvd., Anaheim, CA 92805**

PRESENT: Dara Maleki, Robert Esparza, Cassandra Perez, Joseph Gonzales, Lisa Dulyea, Timothy Houchen

ABSENT: Susan Anderson-Gohl

PUBLIC: Dinora, Rochelle Mills, Justin Llata, Marisela Fuller

STAFF:	Executive Director	Grace Stepter
	Housing Services Manager	Kerrin Cardwell
	Senior Secretary	Edwin Puebla
	Sr. Project Manager	Sandra Viramontes
	Sr. Project Manager	Kevin Clausen
	Sr. Administrative Analyst	Andrea Raez Aristondo
	Management Assistant	Manny Martinez
	Project Manager	Eric Chavira

I. CALL TO ORDER:

Chairperson Dara Maleki called the meeting to order at 5:08 p.m.

II. MINUTES:

Commissioner Robert Esparza motioned to approve the May 15, 2024, HCDC meeting minutes as drafted. Commissioner Timothy Houchen seconded the motion. Motion carried (6-0-0).

III. PUBLIC COMMENTS/HEARING:

Dinora began the public comment section with her concerns regarding the state of housing throughout the areas she has lived in. She also mentioned a variety of personal obstacles that she has faced during her time here in Southern California.

IV. ACTION ITEMS:

The first action item presented was the Preliminary Award Letter and Ground Lease Option Agreement and it was led by Sr. Project Manager Kevin Clausen. He provided background on the site and the goal of redeveloping and revitalizing Beach Boulevard. Kevin introduced developer Rochelle Mills, whose team is working with the Housing and Community Development department to provide low-income housing. She provided history between the City and Innovative Housing Opportunities and how it provided a great relationship between the two entities. Sr. Project Manager Sandra Viramontes went on to elaborate the

affordability requirements component of the project. She closed by providing vital dates and answering questions posed by the commissioners.

Shortly after Sandra Viramontes explained the details of the Preliminary Award Letter and Ground Lease Option Agreement action item, Commissioner Lisa Dulyea motioned to approve the recommendation. Commissioner Robert Esparza seconded the motion. Motion carried (6-0-0).

Senior Administrative Analyst Andrea Raez Aristondo presented the second and third action items. She initially explained the PSA for Inspection Services as an agreement with an outside organization that provides inspections for Anaheim Housing Authority tenants to ensure their units are up to living condition standards. Andrea and the commissioners had a brief question and answer period.

Commissioner Timothy Houchen began the motion to approve the PSA for Inspection Services. Commissioner Joseph Gonzales seconded the motion. Motion carried (6-0-0).

Lastly, Andrea Raez Aristondo wrapped up the action items with the PSA for Case Management Services. She indicated the previous agreement ending at the end of June 2024. Andrea pointed out details within the agreement and answered the questions posed by the commissioners.

Commissioner Timothy Houchen motioned to approve the PSA for Case Management Services. Commissioner Robert Esparza seconded the motion. Motion carried (6-0-0).

V. INFORMATIONAL ITEMS:

None.

VI. COMMISSIONER REPORTS AND COMMENTS:

Commissioner Robert Esparza shared his concern for the public comment standard. Grace Stepter addressed his concerns and informed the commissioners of the relocation of the HCDC meetings.

Commissioner Cassandra Perez requested a briefing on the Point in Time Count results. She also shared a resource fair at Santa Ana College for first-time home buyers.

Commissioner Dara Maleki noted the third absence of Commissioner Susan Anderson-Gohl. He highlighted that Susan Anderson-Gohl submitted a verbal resignation.

VII. STAFF COMMENTS:

Executive Director Grace Stepter provided a brief overview of future topics such as the Tenant Protection Ordinance and a few other projects.

VIII. ADJOURNMENT:

Chairperson Dara Maleki adjourned the meeting at 6:01 p.m.

Respectfully submitted,
Edwin Puebla, Senior Secretary
Housing and Community Development Commission

July 17, 2024
Draft Minutes
ANAHEIM HOUSING & COMMUNITY DEVELOPMENT COMMISSION MEETING AND PUBLIC HEARING
Council Chamber, City Hall
200 S. Anaheim Blvd., Anaheim, CA 92805

PRESENT: Robert Esparza, Cassandra Perez, Joseph Gonzales, Lisa Dulyea

ABSENT: Susan Anderson-Gohl, Dara Maleki, Timothy Houchen

PUBLIC:

STAFF:	Executive Director	Grace Stepter
	Sr. Secretary	Edwin Puebla
	Sr. Project Manager	Kevin Clausen
	Management Assistant	Nadia Martinez
	Staff Analyst	Monica Pinto
	Project Manager	Mika Takayasu
	Real Property Specialist	Jeanett Carabez

I. CALL TO ORDER:

Commissioner Lisa Dulyea called the meeting to order at 5:14 p.m.

II. MINUTES:

Approval of the minutes for the June 5, 2024, HCDC meeting was tabled.

III. PUBLIC COMMENTS/HEARING:

None.

IV. ACTION ITEMS:

None.

V. INFORMATIONAL ITEMS:

Senior Project Manager Kevin Clausen began by informing the commissioners about the acquisition of the Kettle Motor Motel. He provided a brief overview about the interaction with the owner of the motel and the quick sale of the motel.

Secondly, Project Manager Mika Takayasu continued with the Rainbow Inn. She provided the goals in acquiring the Rainbow Inn and the intent to create affordable housing. Mika Takayasu also mentioned escrow is anticipated to close in mid-September. There was a brief

question and answer exchange between Mika Takayasu, Grace Stepter and the Commissioners.

Executive Director Grace Stepter shared the memo regarding the Tenant Protection Ordinances that provided a deeper understanding of local laws and customs. Grace provided a synopsis of state law stepping deeper into tenant protections at the state level. Executive Director Grace Stepter gave a more detailed description of what is occurring to tenants in neighboring counties and encouraged a more efficient way of educating the community.

Lastly, Senior Project Manager Kevin Clausen closed out the informational item portion of the meeting by sharing the pleasant news of the City's Housing and Community Development being selected in gaining a portion of the grant. Kevin went on to elaborate on how the grant would better assist in providing more resources for the department.

VI. COMMISSIONER REPORTS AND COMMENTS:

Commissioner Cassandra Perez shared her attendance in other cities efforts such as a tenant association and a home aide affordable housing in the city of Orange.

VII. STAFF COMMENTS:

Senior Project Manager Kevin and Executive Director shared future action and informational items for the council to look forward to.

VIII. ADJOURNMENT:

Commissioner Lisa Dulyea adjourned the meeting at 5:53 p.m.

Respectfully submitted,
Edwin Puebla, Senior Secretary
Housing and Community Development Commission



HOUSING & COMMUNITY DEVELOPMENT COMMISSION REPORT

City of Anaheim HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

DATE: SEPTEMBER 4, 2024
FROM: HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT
SUBJECT: MEMORANDUM OF UNDERSTANDING AND PAYMENT AGREEMENT BETWEEN THE CITY OF ANAHEIM AND THE CITY OF SANTA ANA TO ENGAGE MDG ASSOCIATES, INC. TO PROVIDE A FY 2025-2029 REGIONAL ASSESSMENT OF FAIR HOUSING PLAN FOR PROJECT PERIOD AUGUST 1, 2024 TO JULY 30, 2025

ATTACHMENT (Y/N): YES **ITEM #**

RECOMMENDATION:

That the Housing and Community Development Commission recommend City Council, by Motion, approve the Memorandum of Understanding and Payment Agreement with the City of Santa Ana to engage MDG Associates, Inc. to provide a Fiscal Year 2025-2029 Regional Analysis of Impediments to Fair Housing Choice plan for project period August 1, 2024 to July 30, 2025; and designate the Director of Housing and Community Development as the Certifying Official authorized to implement and execute all documents related to the administration and management of the Memorandum of Understanding.

DISCUSSION:

Since 1968, the Fair Housing Act has required that federal agencies and federal grantees affirmatively further fair housing. Accordingly, jurisdictions that receive funds from federal sources, such as the Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (HUD), each have a requirement to prepare an Analysis of Impediments to Fair Housing Choice (AI) and an action plan to address those impediments that are within their ability to control or influence.

In Orange County, all federal grantees, including the City of Anaheim, have taken a collaborative approach to identifying and addressing impediments by agreeing to review these issues on a regional basis. As part of this process, staff has been working with every HUD entitlement jurisdiction within the County of Orange to prepare a Request for Proposals and select a qualified consultant.

In 2024, the City of Santa Ana served as the lead entity for the purposes of securing a contract with a qualified consultant and facilitating payment for work completed. For the upcoming planning period, FY 2025-2029, the City of Santa Ana entered into an agreement with MDG Associates, Inc. in the amount of \$159,882.00. The cost of services identified in Attachment 1 - Exhibit A titled "Scope of Services" is reflective of the cost of preparing a regional assessment that involves multiple jurisdictions. Each of the participating entitlement jurisdictions will execute a Memorandum of Understanding

(Attachment 1) agreeing to contribute their fair share of costs in support of the agreement executed by the City of Santa Ana. Each jurisdiction's contribution is based upon population size, which has a direct correlation to the federal funds provided to them by HUD. Anaheim's share of cost is \$18,011.41. Anaheim City staff will continue to serve in a supportive role throughout the completion of the AI.

SELECTION PROCESS

On March 11, 2024, a Request for Proposals (RFP) for the preparation of the AI was released. Four firms submitted a response:

- 1) MDG Associates, Inc. – \$159,882
- 2) Veronica Tam – \$290,960
- 3) Grow America – \$99,210
- 4) Wildan Engineering – \$50,260

All firms were evaluated based on experience, methodology, public engagement, and cost. A representative from five participating jurisdictions joined a committee to review and score the proposals. Upon review, the committee recommended proceeding with MDG Associates, Inc. due to their experience and competitive pricing.

NEW FIVE-YEAR ANALYSIS AND ACTION PLAN

Key deliverables for the qualified consultant are to assess the effectiveness of fair housing services provided by the two service providers that currently operate within the county, the Fair Housing Foundation and the Fair Housing Council of Orange County as well as to review their service records to identify issues and/or trends that may require some action or intervention. MDG Associates, Inc. will commence data collection and assessment, regulatory reviews, conduct an outreach and input process, and facilitate community forums and public meetings to solicit feedback on perceived barriers to fair housing choice and suggested action to address those barriers.

After the research and analysis is complete, MDG Associates, Inc. will prepare a five-year plan outlining each jurisdiction's recommended action items to address the identified impediments. Recommendations will be categorized by individual city actions and regional actions. Individual actions will be those within each city's control and the remaining actions will necessitate cooperation between cities or involvement at the County, State, or Federal level.

The process will begin in August 2024 and be completed in July 2025. Each city must seek approval of the AI and Five-Year Action Plan from their appropriate governing body and submit the approved plan on behalf of their jurisdiction in order to comply with HUD requirements

The proposed MOU and payment agreement supports the City's Strategic Plan Goal B Enhance Livability, Strategy 2 – Develop strategies to stabilize and expand affordable, workforce, and home ownership housing options for low-income residents.

IMPACT ON BUDGET:

Funding for Anaheim's share of cost is available in the Housing and Community Development FY 24-25 approved budget.

Respectfully submitted,

Grace Ruiz-Stepter
Director of Housing
and Community Development

Attachment:

1. Memorandum of Understanding and Payment Agreement

**MEMORANDUM OF UNDERSTANDING AND
PAYMENT AGREEMENT BETWEEN THE CITY OF
ANAHEIM AND THE CITY OF SANTA ANA**

THIS MEMORANDUM OF UNDERSTANDING AND PAYMENT AGREEMENT (“Agreement”) is made on this 1 day of August, 2024, (“Effective Date”) by and between The City of Anaheim (“Payor”) and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. The City and Payor desire to jointly engage MDG Associates, Inc. (“Consultant”) to provide a Regional Assessment of Fair Housing Plan in accordance with current U.S. Department of Housing and Urban Development (HUD) guidelines, for the years of 2025 to 2029 (“Project”). A copy of the August 1, 2024, Agreement with Consultant describing the “Scope of Work” to be performed for the City and Payor is attached as Exhibit A to this Agreement, and incorporated herein by reference, once fully executed.
- B. Besides City, the Project shall serve to benefit the following California cities and county, each of whom shall reimburse City for City’s direct payment to Consultant, according to the terms contained herein: Aliso Viejo, Anaheim, Buena Park, Costa Mesa, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, Laguna Niguel, La Habra, Lake Forest, Mission Viejo, Newport Beach, Orange, Rancho Santa Margarita, San Clemente, Santa Ana, Tustin, Westminster, and County of Orange (jurisdictions include: Brea, Cypress, Dana Point, Laguna Beach, Laguna Hills, Laguna Woods, La Palma, Los Alamitos, Placentia, San Juan Capistrano, Seal Beach, Stanton, Villa Park, Yorba Linda, and all unincorporated areas of the County).
- C. City shall make direct payments to Consultant upon the Payor’s behalf, based upon Payor’s respective State of California Department of Finance 2024 Population Estimate, as more specifically described in Exhibit B to this Agreement, and incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing and the promises contained herein, the City and Payor mutually agree as follows:

1. TERM

1.1 The term of this Agreement shall commence on the Effective Date and shall terminate on July 30, 2025 unless terminated earlier or extended by written amendment to this Agreement.

1.2 The Project shall take place from August 1, 2024 to July 30, 2025 (“Project Period”), unless extended or reduced by City.

2. COMPENSATION TO CITY

2.1 Payor hereby agrees to their 2024 population estimate and respective payment to City of a percentage of the total cost of Consultant's Services based thereon, as indicated on Exhibit B and incorporated herein by reference.

2.2 Payor shall make a single payment of Eighteen thousand eleven dollars and forty-one cents (\$18,011.41) to City by no later than September 20, 2024.

2.3 The City will make payments directly to the Consultant upon successful completion of the "Scope of Work" as described in Exhibit A and based upon the following schedule:

1. \$20,050 will be paid upon completion of Milestone 1: Completion of Data Collection Phase.
2. \$33,020.00 will be paid upon completion of Milestone 2: Completion of Data Assessment & Regulatory Review.
3. \$26,628 will be paid upon completion of Milestone 3: Completion of Outreach and Input Process.
4. \$24,008 will be paid upon completion of Milestone 4: Completion of Community Forums/Public Meetings.
5. \$35,242 will be paid upon completion of Milestone 5: Submittal of Draft AFH & 5-Year Housing Plan.
6. \$20,934 will be paid upon completion of Milestone 6: Submittal of Final AFH & 5-Year Fair Housing Plan.

3. CONTRACT ADMINISTRATION

Unless otherwise designated in writing, City's Housing Programs Coordinator, David Flores, shall serve as the City's Project Administrator for the payments made under this Agreement. All activities performed under this Agreement shall be coordinated with this person or his/her designee.

4. STANDARD PROVISIONS

4.1 Recitals. City and Payor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

4.2 Compliance with all Laws. Payor shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

4.3 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

4.4 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason

of the authorship of the Agreement or any other rule of construction which might otherwise apply.

4.5 Amendments. This agreement may be modified or amended only by a written document executed by both Payor and City and approved as to form by the City Attorney.

4.6 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

4.7 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

4.8 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

4.9 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA


Jennifer L. Hall
City Clerk

Alvaro Nuñez
Acting City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

RECOMMENDED FOR APPROVAL:

By: 

Andrea Garcia-Miller
Assistant City Attorney

Michael L. Garcia
Executive Director
Community Development Agency

PAYOR:

Name:
Title:

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EXHIBIT A

**AGREEMENT FOR 2025-2029 REGIONAL ASSESSMENT OF FAIR HOUSING PLAN
BETWEEN MDG ASSOCIATES, INC. AND
CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 1st day of August, 2024 by and between MDG Associates, Inc., (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On March 11, 2024, the City issued Request for Proposal No. 24-036A (“RFP”), by which it sought qualified consultants to provide special skill and knowledge in the field of conducting a thorough examination of the Regional Assessment of Fair Housing Plan in accordance with current U.S. Department of Housing and Urban Development (HUD) guidelines, for the years 2025 to 2029. The RFP shall be incorporated by reference as though attached hereto in full.
- B. Consultant submitted a timely and responsive proposal that was selected by the City. Consultant represents that Consultant is able and willing to provide such services to the City as described in the scope of work that was included in the RFP.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit A**, attached hereto and incorporated by reference.

Consultant shall comply with all federal requirements detailed in the City’s RFP also attached hereto as **Federal Requirements - Exhibit B**.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Compensation - Exhibit C**. The total amount to be expended during the term of this Agreement shall not exceed \$159,882.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper

invoice evidencing work performed, subject to City accounting procedures. City and Consultant agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Consultant agrees to execute the City's standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Consultant's account(s) with financial institutions. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on July 30, 2025, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

6. INSURANCE

Consultant 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 and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Consultant shall maintain limits of insurance coverage in the following minimum amounts and shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1) with combined single limits of **\$1,000,000**.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident, per employee, per policy for bodily injury or disease.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CGL and AL policies: City of Santa Ana, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, equipment, and personnel furnished in connection with such work or operations.
2. All required insurance policies: Insurance company(ies) agrees to waive all rights of subrogation against City, its City Council, its officers, officials, employees, agents, and volunteers for losses paid under the terms of any policy which arise from work performed by Consultant for City.
3. All required insurance policies: For any claims related to this contract, Permittee’s insurance coverage shall be primary and any insurance maintained by City, its City Council, its officers, officials, employees, agents, or volunteers shall not contribute with it.
4. All required insurance policies: A severability of interest provision must apply for all the additional insureds, ensuring that Consultant’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer’s limits of liability.
5. Each insurance policy required herein shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written shall be provided to City for policy cancellation or nonrenewal

due to non-payment.

6. Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, 20 Civic Center Plaza, Santa Ana, CA 92701. The name and location of event should be included in the Description of Operations section of each certificate.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Consultant shall furnish the City with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least three (3) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***three (3) years*** after completion of work.

Subcontractors

Consultant shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from sub-contractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Consultants retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and

in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

City Clerk
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director,
Community Development Agency
City of Santa Ana
20 Civic Center Plaza (M-25)
P.O. Box 1988
Santa Ana, California 92702
Fax: 714-647-6956

To Consultant:

Rudy Muñoz
President
MDG Associates, Inc.
10722 Arrow Route, Suite 822
Rancho Cucamonga, CA 91730

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA


Jennifer L. Hall
City Clerk

Alvaro Nuñez
Acting City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: 

Andrea Garcia-Miller
Assistant City Attorney

Name:
Title:

RECOMMENDED FOR APPROVAL:

Michael L. Garcia
Executive Director
Community Development Agency

EXHIBIT A

SCOPE OF SERVICES



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EXHIBIT I

SCOPE OF SERVICES

Consultant shall perform services as set forth below.

A. Assessment of Fair Housing

1. Provide a concise overview of the current HUD requirements and guidelines to ensure full compliance with relevant regulations.
2. Conduct a thorough examination of the Regional Assessment of Fair Housing Plan for 2025 - 2029 as well as any Analysis of Impediments to Fair Housing Choice prepared for jurisdictions within Orange County in the last five years.
 - i. Perform a comprehensive review of actions taken by participating jurisdictions to address identified impediments.
3. Collaborate with each fair housing service organization operating within Orange County to gain a deep understanding of current fair housing issues.
4. Collect relevant data and information to prepare the Regional AFH in accordance with current HUD regulations and the Fair Housing Planning Guide.
5. Engage with each participating jurisdiction, housing authority within Orange County, and relevant regional agencies or task forces to gather and analyze pertinent information for the Regional AFH, ensuring alignment with current HUD regulations and the Fair Housing Planning Guide.
6. Conduct community engagement activities to hear directly about fair housing issues affecting residents of Orange County, reaching out to:
 - i. Tenants,
 - ii. Landlords,
 - iii. Homeowners,
 - iv. Fair housing organizations,
 - v. Civil rights and advocacy organizations,
 - vi. Legal services providers,
 - vii. Social services providers,
 - viii. Housing developers, and
 - ix. Industry groups
7. Facilitate outreach to fair housing stakeholders and the general public, providing opportunities for involvement in the Regional AFH development process.



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- i. Implement a consultation and input process inclusive of:
 - a) Diverse groups,
 - b) Fair housing organizations,
 - c) Community-based organizations,
 - d) Housing providers,
 - e) Realtors,
 - f) Lenders,
 - g) Planning officials, and
 - h) Other relevant stakeholders
8. Utilize contact lists maintained by participating jurisdictions for outreach.
9. Organize community forums/meetings as necessary to complete the Regional AFH, with a minimum of four proposed forums/public meetings held in various geographical areas within the county, with at least two of the meetings offering a hybrid option for Virtual participation. Responsibilities include:
 - i. Participant invitations,
 - ii. Agenda preparation,
 - iii. Provision of handouts and presentation materials, and
 - iv. Ensuring availability of interpretation services.
 - v. Maintain transcripts and minutes of forums/meetings, including citizen comments/input.

Conduct at least:

- vi. Two evening community meetings of the four meetings total.
- vii. A focus group with a wide array of nonprofit organizations and government officials.
- viii. Additional outreach for members of protected classes, including but not limited to the Latino, Vietnamese, Korean and Persian communities.

All community meetings will have translation services available if requested in:

- ix. Spanish,
- x. Vietnamese,



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- xi. Korean,
- xii. Mandarin and
- xiii. Arabic

In addition, all meetings will be held in locations accessible to people with mobility issues.

10. Ensure all materials, outreach efforts, and meetings are accessible in languages relevant to the county, including but not limited to:

- i. Spanish,
- ii. Vietnamese,
- iii. Korean,
- iv. Mandarin, and
- v. Arabic

11. Include and, if necessary, develop tabular data or maps in accordance with current HUD regulations, Fair Housing Planning Guide and State Law, Title 7, indicating concentrations of:

- i. Minority residents,
- ii. Residents living in poverty,
- iii. Availability of public transportation,
- iv. Lending rates (HMDA data),
- v. Section 8 rental assistance,
- vi. Public housing,
- vii. Group homes, and
- viii. Other information

12. Information and analysis of the effects of:

- i. Building, occupancy and health, and safety codes on housing and the use of accessibility standards and reasonable accommodation in local construction.
- ii. Applicable zoning and land use laws and policies that may place restrictions on housing or housing choice and the application of reasonable accommodation with respect to disabled populations.
- iii. Policies and practices concerning the application of local neighborhood or site standards on new construction, especially for assisted housing development.



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- iv. Policies and practices that connect transportation and available social services with housing opportunities.
 - v. Policies and practices that may affect the equal provision of governmental services.
 - vi. Policies concerning activities that may cause displacement, which may affect opportunities to select housing inside and outside areas of minority concentration, or housing that is accessible.
 - vii. Policies and practices that may affect the representation of minorities and persons with a disability on planning and/or zoning boards and commissions.
 - viii. Policies and practices of public housing authorities and other housing assistance providers with respect to tenant selection and assignment, reasonable accommodation, delivery of services, maintenance and accessibility.
 - ix. Policies and practices regarding the sale and rental of real estate, such as steering or "blockbusting," "all adult" issues, deed restrictions, inaccessible design, local occupancy standards and practices, local lending practices, real estate appraisal practices, insurance underwriting practices, and segregated housing conditions.
13. Address any additional components necessary for the Regional AFH to align with current HUD regulations or the Fair Housing Planning Guide that are not explicitly mentioned in this RFP.

B. 5-Year Fair Housing Action Plan

The following tasks shall be included:

1. Preparation of strategies and action steps to address and eliminate identified impediments to fair housing choice both for individual jurisdictions and on a regional level.
2. Prepare a Joint Equity Plan following robust community engagement that contains an analysis of fair housing issues confronting the region and Public Housing Authorities (PHAs), goals, and strategies to remedy those issues in concrete ways, and a description of community engagement.
 - i. The Equity Plan is the fair housing plan that will be prepared to commit cities and PHAs to goals that advance equity in housing, community development programs, and residents' access to well-resourced areas, opportunity, and community assets.
 - ii. The Equity Plan should be developed with the input of the community and consist of an analysis of fair housing data and issues, a prioritization of the issues that would be addressed, and the establishment of and commitment to undertake fair housing goals. Those goals would then be incorporated into subsequent planning documents, such as the Consolidated Plan, Annual Action Plan, and PHA Plan.
 - iii. The Equity Plan should shall include but not be limited to topics in the following areas:
 - a) Demographics;



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- b) Segregation and integration;
 - c) Racially or ethnically concentrated areas of poverty (R/ECAPs);
 - d) Access to community assets;
 - e) Access to affordable housing opportunities;
 - f) Access to homeownership and economic opportunity;
 - g) Policies and practices impacting fair housing;
 - h) Other topics as may be required by updated HUD requirements or guidance.
- iv. Information from the participating cities' Housing Elements approved by the State of California Department of Housing and Community Development will be used and incorporated as much as possible into the Equity Plan.
- 3. First year annual progress evaluation that describes progress toward each goal in the Equity Plan.
 - 4. Strategies and actions shall be identified separately for each participating jurisdiction and include appropriate prioritization after consultation with each jurisdiction. Suggested prioritization might be:
 - i. High Priority - complete recommended action within 1 year;
 - ii. Medium-High Priority – complete recommended action within 2 years;
 - iii. Medium Priority - complete recommended action within 3 years;
 - iv. Medium-Low Priority – complete recommended action within 4 years;
 - v. Low Priority – complete action within 5 years;
 - vi. Ongoing Priority – monitor activity on a periodic or ongoing basis.
 - 5. Table listing action to be taken annually to address identified impediments.

[These deliverables are based upon HUD's New Proposed "Affirmatively Furthering Fair Housing" Rule published on February 9, 2023. If the Final Rule includes additional requirements or substantial changes, Consultant shall meet those additional requirements and changes from HUD. If the Final Rule is not adopted, the Consultant shall meet HUD's current requirements.]

C. Submission of the 5-Year Fair Housing Action Plan

- 1. Provide periodic progress updates to the regional group as requested (minimum monthly meeting).
- 2. Provide a draft of the Regional AFH report and 5-year plan in progress for review and comment by the participating jurisdictions, prior to submission of the final document.



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- i. The draft Regional AFH and 5-year Fair Housing Action Plan document will be made available by each participating jurisdiction for a 30-day public review period prior to presentation of the draft document to each participating jurisdiction's City Council. One bound copy of the completed draft Regional AFH and 5-year Fair Housing Action Plan document along with an electronic version shall be provided by the Consultant to each participating jurisdiction.
3. At the completion of the project, the Consultant shall provide each participating jurisdiction one bound copy of the final Regional AFH and 5-year Fair Housing Action Plan document and an electronic version in a fully searchable and bookmarked PDF file (not exceeding 5MB) that includes all tables, figures, and maps.
4. Complete all work within 240 days of contract execution, no later than April 1, 2025.

D. Payment for Services

1. Each participating jurisdiction will pay a pro-rated share of the total costs directly to the lead agency administering the contract pursuant to Attachment A no later than June 30, 2025. The pro-rated share will be based upon the 2024 census population or 2024 population estimates of the participating jurisdictions. The lead agency will make payments directly to the Consultant upon successful completion of the scope of work.

E. Copies of Existing Plans

1. Copies of each City's current planning documents, including their 5-year Consolidated Plans, Action Plans, Housing Elements, Zoning Codes, and the previous Regional Analysis of Impediments to Fair Housing are available for review upon request. Most, if not all of these documents for each participating jurisdiction are currently available at each City's website.

F. HUD Funding

1. The proposed activity will be partially or completely funded with HUD funds in accordance with federal laws and regulations which require that all contracts with consultants for activities utilizing HUD funds adhere to all applicable requirements, including but not limited to a drug-free workplace, non-discrimination, equal employment opportunity, training and business opportunity and non-segregated facilities. The selected Consultant shall certify that they meet all applicable federal requirements.

G. HUD Audit or Review

1. In the event of a HUD audit or review of the completed Regional AFH and 5-year Fair Housing Action Plan document, the successful Consultant shall interface with HUD to justify the accuracy of the finished document, describe the techniques of data collection and ensure that the Regional AFH document complies with all HUD requirements, regardless of when audit or review is completed. If HUD requires changes to the completed Regional AFH and 5-year action plan document to meet federal requirements, the successful consultant shall make the changes to the Regional AFH and 5-year Fair Housing Action Plan document by consulting with participating jurisdictions.

EXHIBIT B

FEDERAL REGULATIONS

a. Federal Regulations – Recipient must comply with the government cost principles, uniform administrative requirements and audit requirements for federal grant program housed within Title 2, Part 200 of the Code of Federal Regulations.

b. Debarment and Suspension – As required by Executive Orders 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 200, Recipient must provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

c. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by CITY, the grant agency and/or their duly authorized representatives for a period of three (3) years from the date of submission of the final expenditure report by the City of Santa Ana. For a period of three years after final delivery hereunder or until all claims related to this Agreement are finally settled, whichever is later, Recipient shall preserve and maintain all documents, papers and records relevant to the services provided in accordance with this Agreement, including the Attachments hereto. For the same time period, Recipient shall make said documents, papers and records available to City and the agency from which City received grant funds or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of Recipient, upon request during usual working hours.

d. Reports - Recipient shall provide to City all records and information requested by City for inclusion in quarterly reports and such other reports or records as City may be required to provide to the agency from which City received grant funds or other persons or agencies.

e. Section 504 of the Rehabilitation Act of 1973 (Handicapped) - All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The Recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its contractors, subcontractors, assignees or successors.

f. Americans with Disabilities Act of 1990 - (ADA) Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

g. Political Activity - None of the funds, materials, property, or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

h. No Lobbying - Recipient will comply with all applicable lobbying prohibitions and laws, including those found in the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352, et seq.), and agrees that none of the funds provided under this award may be expended by the Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.

i. Non-Discrimination and Equal Opportunity - Recipient will comply, and all its contractors (or subrecipients) will comply, with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; Section 523 and 527 of the Public Health Service Act of 1912, as amended; Title VIII of the Civil Rights Act of 1968, as amended; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and 39. In the event a Federal or State court, Federal or State administrative agency, or the Recipient makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Recipient will forward a copy of the findings to CITY which will, in turn, submit the findings to the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice. If applicable, recipient will comply with the equal opportunity clause in 41 C.F.R. 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order No. 11375.

j. Equal Employment Opportunity - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR, Subtitle B, Chapter 60), as applicable.

k. Public Contracts Code - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the California Public Contract Code Section 10295.3, as applicable.

l. Copeland Anti-Kickback Act - Recipient will comply, and all its contractors and subcontractors (or subrecipients) shall comply, with all requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3), as applicable.

(1) Contractor – Contractors shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts – Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier

subcontractor with all of these contract clauses.

(3) Breach – A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

m. Davis-Bacon Act - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate no less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

n. Work Hours and Safety - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

o. Clean Air Act - Recipient will comply, and all its contractors (or subrecipients) will comply, with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as applicable.

p. Energy and Conservation - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of the Energy Policy and Conservation Act (42 U.S.C. 6201), as applicable.

q. Waste Disposal - Recipient will comply, and all its contractors (or subrecipients) will comply, with all requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable.

r. Patent Rights - Recipient agrees that the Department of Homeland Security shall have the authority to seek patent rights for any process, product, invention or discovery developed and paid for with funding through this Agreement based on the requirements of 37 CFR Part 401 and any other implementing regulations, as applicable.

s. Copyright - Recipient may copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement. However, the federal awarding agency, State Administrative Agency (SAA) and City reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government, SAA and/or City purpose:

(1) the copyright in any work developed through this Agreement; and

(2) any rights of copyright to which the subcontractor purchases ownership with support through this grant. The Federal government's, SAA's and City's rights identified above must be

conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

t. Telecommunications (2 CFR 200.216) - Recipient will comply with FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds on Covered Telecommunication Equipment or Services (Interim), which prohibits grant recipients and subrecipients from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or to enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(3) Telecommunications or video surveillance services provided by such entities or using such equipment.

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

u. Domestic preferences for procurements (2 CFR 200.322) - Recipient agrees that as appropriate and to the extent consistent with law, it will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this provision: "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

v. Equal Employment in Construction Contracts - Pursuant to Equal Employment Opportunity requirements of 41 C.F.R. 60-1.4(b) in accordance with Executive Order 11246 as amended by Executive Order No. 11375, as to any construction contract thereunder, if applicable, during the

performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

EXHIBIT C

COMPENSATION

Fee Proposal including hourly rates if applicable

COST PROPOSAL

Based on the proposed scope of work in the RFP, MDG and Cloudburst propose to complete the 2025-2029 Assessment of Fair Housing and the 5-Year Fair Housing Plan for a lump sum price of \$159,882. The tasks will be completed and invoiced as noted in Section 2B – Milestone / Payment Schedule of this proposal. The total lump sum price is inclusive of all items noted in Section 1.D – Proposed Work Plan of this proposal.

Table 2.A1 below provides the proposed cost by the specific activity categories and the overall cost as required in the RFP. As additionally required in the RFP, Table 2.A2 breaks out the estimated hours by task and by assigned individual team members. And, finally, Table 2.A3 provided the hour rate schedule for staff that are proposed for the project.

Table 2.A1: Cost Proposal	
BUDGET ITEM	COST
1. Project Management and Coordination	\$14,752.00
2. Data Collection	\$20,050.00
3. Data Assessment	\$16,860.00
4. Regulatory Review	\$16,160.00
5. Outreach and Input Process	\$26,628.00
6. Community Forums/Public Meetings	\$24,008.00
7. Draft AFH and 5-Year Fair Housing Plan	\$35,242.00
8. Final AFH and 5-Year Fair Housing Plan	\$6,182.00
TOTAL COST:	\$159,882.00

Table 2.A2: Estimated Hours by Budget Item

Team Member	Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Item 8	Total Hours
Rudy Muñoz	8	0	0	0	8	8	0	2	26
Clint Whited	0	0	0	10	0	40	12	4	66
Chris Andrews	24	10	20	10	20	10	10	4	108
Paul DeManche	24	0	40	30	40	80	100	18	332
Emily Vander-Does	0	40	0	0	0	0	0	0	40
David Muñoz	0	20	0	0	80	60	0	0	160
Whitney Finnstrom	24	0	20	40	0	0	30	0	114
Jay Dworin	24	40	40	20	60	0	100	18	302
Support Staff	0	60	0	0	0	0	0	0	60
Approx. Hours:	104	170	120	110	208	198	252	46	1,208

Table 2.A3: Hourly Rate Schedule

STAFF	HOURLY RATE
Rudy Muñoz, President	\$131.00 / Hr.
Clint Whited, Senior Vice President	\$131.00 / Hr.
Chris Andrews, VP – Grants Management	\$125.00 / Hr.
Paul DeManche, Director	\$120.00 / Hr.
Emily Vander Does, Manager	\$114.50 / Hr.
David Muñoz, Manager	\$114.50 / Hr.
Jay Dworin, Fair Housing SME	\$174.00 / Hr.
Whitney Finnstrom, Housing & CD Analyst	\$152.00 / Hr.
Support Staff	\$97.50 / Hr.

PAYMENT SCHEDULE

MDG shall bill the City of Santa Ana monthly based on the following milestone payment schedule:

Table 2.B1: Milestone Payment Schedule	
TASK / MILESTONE	COST
Milestone 1: Completion of Data Collection Phase	\$20,050.00
Milestone 2: Completion of Data Assessment & Regulatory Review	\$33,020.00
Milestone 3: Completion of Outreach and Input Process	\$26,628.00
Milestone 4: Completion of Community Forums/Public Meetings	\$24,008.00
Milestone 5: Submittal of Draft AFH & 5-Year Fair Housing Plan	\$35,242.00
Milestone 6: Submittal of Final AFH & 5-Year Fair Housing Plan	\$20,934.00
Assessment of Fair Housing Cost:	\$159,882.00

Participating Cities	2024 Population Estimates	Percent of Total	MDG	
			\$	159,882.00
Aliso Viejo	50,068	1.7%	\$	2,651.09
Anaheim	340,160	11.3%	\$	18,011.41
Buena Park	82,689	2.7%	\$	4,378.37
Costa Mesa	109,423	3.6%	\$	5,793.93
Fountain Valley	56,333	1.9%	\$	2,982.82
Fullerton	140,311	4.6%	\$	7,429.44
Garden Grove	171,024	5.7%	\$	9,055.69
Huntington Beach	192,503	6.4%	\$	10,193.00
Irvine	314,550	10.4%	\$	16,655.37
Laguna Niguel	64,291	2.1%	\$	3,404.20
La Habra	60,901	2.0%	\$	3,224.70
Lake Forest	86,917	2.9%	\$	4,602.24
Mission Viejo	91,304	3.0%	\$	4,834.53
Newport Beach	82,419	2.7%	\$	4,364.07
Orange	138,621	4.6%	\$	7,339.96
Rancho Santa Margarita	46,305	1.5%	\$	2,451.84
San Clemente	62,297	2.1%	\$	3,298.62
Santa Ana	310,797	10.3%	\$	16,456.65
Tustin	78,844	2.6%	\$	4,174.78
Westminster	89,490	3.0%	\$	4,738.48
Balance of County of Orange	450,253	14.9%	\$	23,840.82
Brea	47,725	1.6%	\$	2,527.03
Cypress	49,345	1.6%	\$	2,612.81
Dana Point	32,596	1.1%	\$	1,725.95
Laguna Beach	22,449	0.7%	\$	1,188.67
Laguna Hills	30,315	1.0%	\$	1,605.17
Laguna Woods	17,148	0.6%	\$	907.98
La Palma	15,071	0.5%	\$	798.01
Los Alamitos	11,947	0.4%	\$	632.59
Placentia	52,226	1.7%	\$	2,765.36
San Juan Capistrano	34,992	1.2%	\$	1,852.82
Seal Beach	24,350	0.8%	\$	1,289.33
Stanton	40,297	1.3%	\$	2,133.72
Villa Park	5,705	0.2%	\$	302.08
Yorba Linda	66,087	2.2%	\$	3,499.30
Total	3,019,500	100.0%	\$	159,882.00