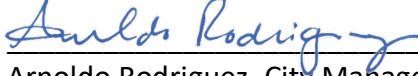


REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: February 19, 2020

Agenda Number: D-3

SUBJECT:

Consideration of a Resolution Approving an Agreement with Crescendo Consulting Group for Preparation of the Community Development Block Grant (CDBG) 2020/2024 Five-Year Consolidated Plan, Citizen Participation Plan, Strategic Plan, Analysis of Impediments to Fair Housing Choice and the 2020/2021 Annual Action Plan for a not to exceed amount of \$60,000

RECOMMENDATION:

Staff recommends the City Council (Council)

- 1) Approve a Resolution to enter into an agreement with Crescendo Consulting Group for consulting services to prepare City of Madera's (City's) CDBG 2020/2024 Consolidated Plan, Citizen Participation Plan, Strategic Plan, Analysis of Impediments to Fair Housing Choice and the 2020/2021 Annual Action Plan; and
- 2) Authorize the Mayor to execute the agreement on behalf of the City.

SUMMARY:

A Consolidated Plan serves as a recipient's HUD CDBG comprehensive planning document to use to identify the overall needs for affordable and supportive housing and community and economic development and outlines a strategy to address these needs in order to achieve one or more national objective. The Consolidated Plan is required by HUD in order for the City to continue to receive CDBG funds and is updated every five years. Therefore, the City should develop its next Consolidated Plan, should it intend to continue to pursue CDBG funding. Worth noting is that any plan developed by the City is required to be consistent with HUD regulations. More specifically, HUD has three adopted national objectives. They are:

- Benefit to low- and moderate-income persons and households;
- Aid in the prevention or elimination of slums or blights; and
- Meet a need having a particular urgency.

DISCUSSION:

The City’s prior Consolidated Plan (Plan) covered Fiscal Years 2015 through 2019. As part of development of the Consolidated Plan, a community needs assessment was prepared that identified various needs. Upon the completion of the implementation of that Plan, several objectives to improve the quality of life of City residents, consistent with the priorities identified by the Plan were achieved, including:

- Provision of continued senior services,
- Provision of youth after school and college preparation programs,
- Economic development,
- Code enforcement,
- Graffiti removal and
- Several capital projects/public improvements.

The 2020/2024 Consolidated Plan will focus on identifying a narrower set of needs in comparison to the 2015/2019 Plan. Staff anticipates collecting data, in partnership with the Consultant from: residents, non-profit service providers, service providers for the homeless and persons at risk of homelessness, government entities such as Madera County and the Housing Authority of the City of Madera, City staff, First 5, the Community Action Partnership of Madera County, Faith-based organizations, local schools, and other local networks. Moreover, the Plan will include an analysis of U.S. Census information for local Census tracts and incorporate HUD’s directives and guidance.

Consultant Selection Process

A competitive Request for Proposals (RFP) for Consultant services was released on December 24, 2019 which ran through January 28, 2020. Table 1 provides the names of the two Consultants that responded to the RFP and their respective bid amounts. Table 2 provides the names of the proposal reviewers/interview panel, who rated and ranked the Consultants. Based on the combined scores between the RFP responses and the interviews, Crescendo Consulting Group was determined to be the highest and qualified to develop the City’s Consolidated Plan. The proposal/interview panel concluded that an agreement be presented to Council for consideration of approval between City and Crescendo Consulting Group.

<i>Table 1: Consultants Names and Bid Amounts</i>	
<i>Consultant</i>	<i>Bid Amount</i>
Crescendo Consulting Group	\$76,039
TDA Consulting	\$76,176

Table 2: Proposal Reviewers	
<i>Name</i>	<i>Title</i>
Ivette Iraheta	Grants Administrator
Vicki Crow	Interim Financial Services Director through January 24, 2020
Jorge Rojas	Program Manager – Grants
DJ Becker	Block Grant Commissioner
Olga P. Garcia	Block Grant Commissioner

FINANCIAL IMPACT:

The CDBG Administrative budget for the FY 2019/2020 allocated \$60,000 for Contracted Services. Grants Department staff negotiated with Crescendo Consulting Group to lower the final bid amount, to ensure that the budget for the proposal does not exceed the available \$60,000. Therefore, this agreement has no impact to the City’s General Fund and does not trigger a CDBG administrative budget amendment.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This action is consistent with the Vision principle for a “Well Planned City” Strategy 101.7: Create an assessment of existing housing inventory to determine the gap between affordability and income. Strategy 101.8: Promote and encourage development and redevelopment of low and moderate-cost housing. Strategy 101.9: Promote development of new affordable housing oriented to the senior market. Strategy 101.10: Ensure adequate supply of affordable housing by promoting programs to assist in home ownership and owner-occupied residential rehabilitation.

Completion of the 2020/2024 Consolidated Plan, Citizen Participation Plan, Strategic Plan, Analysis of Impediments to Fair Housing Choice and the 2020/2021 Annual Action Plan help the City to realize this Vision.

ALTERNATIVES:

Potential Council alternatives include:

- Not to approve the Resolution for the Agreement.
- Direct staff to re-release a Request for Proposal for the 2020/2024 Consolidated Plan.
- Make modifications to the Agreement, per the direction of Council and per continued negotiations with Crescendo Consulting Group

ATTACHMENTS:

1. Resolution
2. Agreement with Crescendo Consulting Group

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING AN AGREEMENT WITH CRESCENDO CONSULTING GROUP FOR
THE PREPARATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) 2020/2024 FIVE-YEAR CONSOLIDATED PLAN, CITIZEN PARTICIPATION
PLAN, STRATEGIC PLAN, ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING
CHOICE AND 2020/2021 ANNUAL ACTION PLAN FOR A NOT TO EXCEED
AMOUNT OF \$60,000**

WHEREAS, the City is in need of a qualified and experienced consulting firm to develop a series of plans and analysis in order to prepare the City of Madera's CDBG 2020/2024 Consolidated Plan, Citizen Participation Plan, Strategic Plan, Analysis of impediments to Fair Housing Choice and 2020/2021 Annual Action Plan; and

WHEREAS, the City released a request for proposals on December 24, 2019, seeking experienced and qualified community development consultant firms to assist the City in the preparation of the City's CDBG 2020/2024 Consolidated Plan, Citizen Participation Plan, Strategic Plan, Analysis of impediments to Fair Housing Choice and 2020/2021 Annual Action Plan; and

WHEREAS, the City received two responses to its Request for Proposal (RFP); and

WHEREAS, the City completed a thorough unbiased review of two proposals to complete the required CDBG 2020/2024 Consolidated Plan, Citizen Participation Plan, Strategic Plan, Analysis of Impediments to Fair Housing Choice and 2020/2021 Annual Action Plan; and

WHEREAS, City's review concluded the most qualified applicant to complete the CDBG 2020/2024 Consolidated Plan, Citizen Participation Plan, Strategic Plan, Analysis of impediments to Fair Housing Choice and 2020/2021 Annual Action Plan is Crescendo Consulting Group who is the unanimous choice of the City's selection committee; and

WHEREAS, City has prepared an Agreement with Crescendo Consulting Group for the completion of the CDBG 2020/2024 Consolidated Plan, Citizen Participation Plan, Strategic Plan, Analysis of impediments to Fair Housing Choice and 2020/2021 Annual Action Plan and such Agreement is on file in the office of the City Clerk and referred to for more particulars.

NOW, THEREFORE, the City of Madera hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Agreement as described above is approved.
3. The Mayor of the City of Madera is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * *

**AGREEMENT BETWEEN CITY OF MADERA AND CRESCENDO CONSULTING GROUP FOR
PROFESSIONAL CONSULTING SERVICES TO INCLUDE THE 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 Consulting Group hereafter referred to as the "CONTRACTOR."

This Agreement made and entered into this 20th 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, and 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, In compliance with the Department of Housing and Urban Development's (HUD) regulations to required 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

WHEREAS, the CONTRACTOR has submitted a project plan 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 which has been approved by the CITY Council.

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

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 (15th) day of the month following the end of the current month. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "A" and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed \$60,000 in fiscal year 2019/2020. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

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

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant by the Housing and Community Development Act of 1974 and its amendments. 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 "B" 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 document the 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.

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.

c. CDBG Reporting Requirements

The CITY will inform CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR shall submit with each invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted for reimbursement.

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. Eligibility for Services

The CONTRACTOR shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

b. 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.

c. 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.

d. 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) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) 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. CITY shall have the option to terminate this Agreement without obligation of CITY to reimburse CONTRACTOR from the date the Federal or State Government withholds or fails to disburse funds to CITY, in the event such government withholds or fails to disburse funds, CITY shall give CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices of same.

d. 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. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

20. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

21. 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.

22. 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.

23. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

24. 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, it's 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 day's notice of cancellation (except for nonpayment for which ten (10) calendar day's 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.

25. Notices

All notices and other communications contemplated shall be in writing and shall be deemed given when personally delivered or received by mail and email, and shall be personally delivered or mailed by certified mail, return receipt requested, with postage and fees paid, as follows:

Lessor: Jorge Antonio Rojas
Program Manager – Grants
CITY OF MADERA
205 W. 4th Street
Madera, CA 93637
irojas@madera.gov
559-661-3693

Lessee: Scott Good
Managing Principal
CRESCENDO CONSULTING GROUP
48 Free Street
Portland, Maine 04101
scottg@crescendocg.com
207-774-2345 ext-115

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 Consulting Group

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 SERVICES AND BUDGET

[Insert scope of work and budget]

DRAFT

EXHIBIT B

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.

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