

COUNTY OF VENTURA CONTRACT NUMBER # \_\_\_\_\_

C O N T R A C T

This Contract entered into this 14th day of May 2024, by, and between, the County of Ventura, hereinafter called "County" and MDG Associates LLC, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing consulting services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

**1. SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto.

**2. PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

Payments will be made within 30 days of invoicing, provided that all necessary documentation is included therewith.

**3. INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions,

discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

**4. NON-ASSIGNABILITY**

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

**5. TERM**

This Contract will be in effect from May 14, 2024, through June 20, 2025 subject to all the terms and conditions set forth herein.

This contract may, upon mutual agreement, be extended for up to two (2) additional one (1) year periods.

Time is of the essence in the performance of this contract.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefore.

**6. TERMINATION**

The County may terminate this Contract at any time for any reason by providing 10 days written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this Contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

7. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. **INSURANCE PROVISIONS**

A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual.
- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
- 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.

- 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, Cities of Camarillo, Simi Valley, Thousand Oaks, Ventura, Oxnard, Santa Paula, Ojai, Port Hueneme, Moorpark and Fillmore are to be named as Additional Insured as respects to work done by Contractor under the terms of this contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers and the Cities of Camarillo, Simi Valley, Thousand Oaks, Ventura, Oxnard, Santa Paula, Ojai, Port Hueneme, Moorpark and Fillmore for losses arising from work performed by Contractor under the terms of this contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this contract:
  1. Certificates of Insurance for all required coverage.
  2. Additional Insured endorsement for General Liability Insurance.
  3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by the County Executive Office of the County of Ventura.

14. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by

Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: County of Ventura  
County Executive Office  
Community Development Division  
800 South Victoria Avenue, L#1940  
Ventura, CA 93009

TO CONTRACTOR: MDG Associates LLC  
10722 Arrow Route, Suite 822  
Rancho Cucamonga, CA 91730

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

19. **GOVERNING LAW**

This Contract is to be governed by, and construed in accordance with, the laws of the State of California. Any action arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction located in the County of Ventura, State of California.

20. **SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

21. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

22. **COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

23. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract will be construed to be both a covenant and a condition

24. **NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

**COUNTY OF VENTURA**

**CONTRACTOR\***

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Secretary of State Entity Number

**CONTRACTOR\***

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, (c) the Chief Financial Officer (or Treasurer), or (d) any Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company for this Contract.

## INTRODUCTION

This proposal is being submitted by MDG Associates LLC (“MDG”), the lead entity for this proposal, and the Cloudburst Group (“Cloudburst”). The two (2) companies will be teaming up in developing the County of Ventura, and its ten cities’ Five-Year Consolidated Plan and Analysis of Impediments to Fair Housing Choice. The two (2) companies have a long history of collaborating on various contracts, dating back to 2010.

### **MDG Associates LLC**

Since 1991, MDG Associates LLC (MDG) has specialized in crafting tailored solutions to tackle the most pressing challenges faced by our clients. With a distinguished history spanning 33 years, MDG has undergone steady growth by adeptly responding to the evolving needs of the communities we serve to make a tangible difference. Our comprehensive suite of services reflects our dedication to addressing the diverse challenges faced by our clients. These services include grants administration, subrecipient management, implementation of housing and commercial rehabilitation programs, and labor compliance monitoring, among others. MDG is a Limited Liability Corporation registered in the State of California. We are a registered Minority Business Enterprise (MBE) and Small Business (SB).

MDG brings a team that possesses a depth of expertise and breadth of experience in providing the services specifically requested by the County of Ventura. Our team is comprised of 40 seasoned practitioners. Of those, 23 are subject matter experts in the administration, implementation, and monitoring of CDBG, HOME, and ESG as well as special appropriations such as the CARES Act (CDBG-CV and ESG-CV), American Rescue Plan Act (HOME-ARP), Disaster Recovery and Mitigation (CDBG-DR and CDBG-MIT). The balance of our team are specialists in housing and commercial rehabilitation programs, economic development initiatives, and labor compliance monitoring for capital improvement projects.

### **The Cloudburst Group**

The Cloudburst Group is a mission-driven women-owned small business focused on improving social, economic, and environmental resilience to strengthen community and government capacity to address vulnerability and create lasting impact when responding to development challenges. Cloudburst’s team provides services to agencies working in federal, state, and local government to prevent and end homelessness; increase the reach of community development; expand economic development opportunities; enhance environmental compliance; and advance survivor-centered solutions for the prevention of and response to gender-based violence.

To increase the reach, impact, and effectiveness for our clients, Cloudburst's team works to collect and analyze data; monitor and evaluate programs; communicate promising and evidence-based practices; and provide outcomes-focused training and technical assistance (TA).

Cloudburst is a recognized national expert and technical assistance provider on the development and submission of the Consolidated Plan. Cloudburst develops and delivers national webinars related to the Consolidated Plan, Annual Action Plan, and CAPER; and creates desk guides, factsheets, and other resource materials for recipients of HUD's formula grants subject to the Consolidated Planning requirements of 24 CFR Part 91 and the specific program planning and reporting requirements of CDBG, HOME, HOPWA, and ESG.

## **Why Our Team?**

- **Our team developed the prior Consolidated Plan and AI for Ventura County and has a deep understanding of the community needs and conditions in the region.**
- **Our team includes HUD's "go to" national experts on the Consolidated Plan and Fair Housing.**
- **Our approach includes a range of community and stakeholder engagement methods to ensure robust and complete feedback from a varied audience.**

## **UNDERSTANDING OF THE PROJECT**

It is our understanding that MDG and Cloudburst, if selected, will be responsible for performing the tasks noted in the County's RFP. For the Consolidated Plan, this includes the following:

- Consultation and Public Participation (for both Consolidated Plan and AI).
  - Coordinate with participating jurisdictions to obtain feedback on needs and reconcile discrepancies on comments from each.
  - Develop and distribute of Housing and Community Development survey(s) for public participation (includes web-based version) in English and Spanish
  - Conduct one-on-one interviews with stakeholders.
  - Conduct two (2) focus group meetings.
  - Conduct eight (8) on site and two (2) remote community/stakeholder meetings for public participation.
  - One (1) public hearing with the County of Ventura (extra cost for additional public hearings)
- Develop Draft Consolidated Plan for jurisdiction review and comment.
  - Develop Executive Summary.
  - Develop Community Profile.
  - Develop Housing and Homeless Needs Assessment.
  - Housing and Market Analysis.
  - Community and Economic Development Needs Assessment.

- Lead Based Paint Hazards and Remediation Programs.
- Five-Year Strategic Plan to address identified needs.
- Anti-poverty Strategy.
- Optional at additional costs - One-Year Action Plan for 2025-2026.
- Develop final Consolidated Plan (digital, in IDIS, Hard Copy and pdf format)
- Enter Consolidated Plan in IDIS for submittal to HUD.
- Respond to comments from HUD on Consolidated Plan.

Furthermore, if selected, MDG and Cloudburst will be responsible for performing the Analysis of Impediments tasks noted in the County's RFP and summarized below. These include the following:

- A community profile, identifying demographic, income, employment, transportation, and housing patterns. The relationship between these variables should be analyzed to identify potential impediments to fair housing choice.
- A comprehensive analysis of public policies, practices, procedures, zoning, and land use, involving housing and housing related activities (including state and local initiatives), with a focus on those that may inhibit or restrict fair housing choice.
- An assessment of conditions, both public and private, affecting fair housing choice for all protected classes.
- An assessment of the availability of affordable, accessible housing in a range of unit sizes.
- An assessment of the delivery of fair housing services, including the following:
  - An assessment of lending practices in Ventura County including but not limited to foreclosures, lending in low- and moderate-income areas, and lending in minority concentration areas.
  - Evaluation of progress since the previous AI.
  - Recommendations to local governments on specific actions that can be taken to affirmatively further fair housing choice in our jurisdictions.
- Development of draft documents (at multiple dates) for jurisdiction review and comment.
- Development of final AI (digital, in IDIS, Hard Copy and pdf format).
- Technical Assistance in responding to HUD comments.

## **WORK PROGRAM, TASKS, AND METHODOLOGY**

### **Consolidated Plan**

In the preparation of the 2025-2029 Consolidated Plan, MDG and Cloudburst will perform each of the tasks specified in the County's RFP as in the prior section, Understanding of the Project. The final Consolidated Plan shall be completed and submitted to HUD by May 1, 2025. The completed Consolidated Plan will cover the period July 1, 2025 through June 30, 2030. The completed Consolidated Plan will comply with the regulations set forth by Title 24 CFR Part 91, et seq., and in accordance with instructions and guidance published by HUD.

The methodology that we implement for the development of the Consolidated Plan is to divide the process / tasks into two distinct phases. The first phase focuses on the gathering of data and situational analysis. This phase includes tasks 1-5 listed below. In the second phase, tasks 6-8, we will work closely with County and participating jurisdiction staff to formulate the Plans based on the results.

The scope of work for the Consolidated Plan includes the following eight (8) major elements or tasks that align with the County's Scope of Work):

**Task 1:** Review and revise the County and each entitlement jurisdiction's current adopted Citizen Participation Plan to ensure compliance with Part 91. Make recommendations for revisions for adoption by participating jurisdictions prior to engaging in the Citizen Participation and Consultation Process required for the development of the Consolidated Plan.

**Task 2:** Collect data, conduct research, and analyze the data to identify housing and community development needs and priorities. Obtain housing and community data from most recent draft or adopted Housing Elements.

**Task 3:** Develop required maps using CPD Maps or GIS, including but not limited to areas of minority and low-income concentration, low-and moderate-income areas, and other maps to describe the geographic distribution of resources.

**Task 4:** Plan and participate in at least eight (8) community meetings including two (2) remote meeting, and two (2) focus group meetings where low-and moderate-income residents, community groups, housing advocates, public service agencies and the public are invited to provide input into housing and community development needs and priorities. Develop and solicit input through a Housing and Community Development survey.

**Task 5:** Engage in one-on-one consultations as required pursuant to Part 91 and document the results of those consultations for use in the development of the Consolidated Plan – Strategic Plan.

**Task 6:** Develop the draft Consolidated Plan in the HUD Integrated Disbursement and Information System ("IDIS") to contain the information required in 24 CFR 91, Section 91.205 through 91.230, including all tables, narratives, and certifications as delineated within the IDIS template. This includes, but is not limited to:

- The Public Participation Process
- Housing and Homeless Needs Assessment
- Housing Market Analysis
- Strategic Plan indicating priorities and how will meet the needs
- Annual Action Plan
- All required certifications
- Monitoring standards and procedures

- Affirmative Marketing and Economic Opportunity Policies
- Subsidy Layering Guidelines

**Task 7:** Preparation of public hearing documents including public notices, provide a loose copy (for duplication purposes) of the public review draft, and a current Microsoft Office Edition and PDF document of the final printed version. Provide one-year Action Plans that were requested by any of the participating jurisdictions in separate Microsoft and PDF format. Provide the necessary copies of screen checks, drafts, and final documents as identified in the RFP.

**Task 8:** Attend Public Hearing for the Draft Analysis of Impediments. Enter final documents into the IDIS eCon Planning Suite.

### **Analysis of Impediments to Fair Housing Choice**

In conjunction with the County of Ventura, MDG and Cloudburst will prepare the 2025-2029 Analysis of Impediments to Fair Housing Choice (AI) and Fair Housing Plan in accordance with and meeting all the requirements of the U.S. Department of Housing and Urban Development (HUD) including, data collection, analysis, and compilation. The final Consolidated Plan shall be completed and submitted to HUD by May 1, 2025.

The methodology that we implement for the development of the Analysis of Impediments to Fair Housing Choice is to divide the process / tasks into two distinct phases. The first phase focuses on the gathering of data. This phase includes tasks 1-4 listed below. In the second phase, tasks 5-6, we will work closely with County and participating jurisdiction staff to formulate the Plans based on the results.

The scope of work for the Analysis of Impediments to Fair Housing Choice and Fair Housing Plan include the following major elements, broken down into two (2) distinct phases (numbered in accordance with the City's Scope of Work):

**Task 1:** Collect data, conduct research, and analyze the data to identify impediments to fair housing choice. Data to be gathered and analyzed includes, but is not limited to demographics, household income, employment, housing profile, etc. This task will consist of the review of available background and resource materials. Available documents and resources include: the Year 2020 Assessment of Impediments to Fair Housing Choices for the County of Ventura; the approved Five-Year Consolidated Plan (2020-2024) and any approved amendments; The County and participating jurisdictions General Plan Housing Elements; and the County's and participating jurisdictions Zoning Ordinance. The County and participating jurisdictions will provide us with available housing and community data from its most recent draft or adopted Housing Element and will facilitate reasonable access to staff for the purpose of evaluating the Municipal Code and the practices within the confines of the Municipal Code.

- Task 1:** Consult with the County’s and participating jurisdictions Fair Housing Service Provider(s) and, the State of California and HUD as necessary to develop a full profile of fair housing activity within the County for the last 3-5 years.
- Task 2:** Collect data, conduct research, and analyze the data to identify housing and community development needs and priorities. Obtain housing and community data from most recent draft or adopted Housing Elements.
- Task 3:** Develop required maps using GIS, including but not limited to areas of minority and low-income concentration, low-and moderate-income areas, and other maps to describe the geographic distribution of resources.
- Task 4:** Coordinate and facilitate community workshops and focus groups. See Consolidated Plan community meeting section of number of workshops and focus group (realtor associations, developers, property investors, community residents, seniors, special needs populations, etc.), meetings proposed. We will prepare agendas, handouts, and other presentation materials as appropriate, maintain detailed notes, and summarize the results of each group meeting.
- Task 5:** Develop a comprehensive draft Analysis of Impediments. This document must include an analysis of prior-identified impediments, identification of new impediments (if any), and a Fair Housing Plan to include recommendations to address current impediments, the parties responsible, and timeframes. The draft Analysis of Impediments must meet all the requirements of the current Fair Housing Planning Guide published by HUD. At a minimum, the following elements will be reviewed on impediments to fair housing choice in the public and private sectors:
- A comprehensive review of the County’s codes, ordinances, administrative policies, practices, and procedures.
  - An assessment of how those laws, etc., affects the location availability and accessibility to housing choice.
  - An assessment of residents’ and the real estate industry’s awareness of fair housing issues.
  - An assessment of current land use and group home practices.
  - An analysis of differences in property tax rates, controlling for home value and year of purchase, for different racial groups within the County.
  - An assessment of job opportunities in relationship to area or residential concentration of minorities and other classes of persons protected by the Fair Housing Act.
  - Documentation of the nature and extent of fair housing complaints/lawsuits or other data that may evidence achievement or lack of fair housing choices.
  - Patterns of ownership versus rental, housing density, housing age, and/or condition, overcrowding, income, family size, residency tenure, bank loans by type, etc.

- Demographic overview of the County, showing how it compares to the county in terms of racial composition, homeownership by race, affluence, and poverty by race and trends since 2010.
- Home Mortgage Disclosure Act (HMDA) data, including FHA/VA loans, conventional home loans, housing refinance loans and home improvement loans.
- Results of testing or case studies of incidents or problems of discrimination occurring within the County, including hate crimes, land use practices, occupancy standards, and advertising.
- Records showing geographic patterns of occupancy in Section 8; Public and Assisted Housing; and private rental housing.
- An analysis of the “cost of fair housing” which causes certain specific social problems resulting from housing segregation and discrimination.
- Complete an analysis of home sales trends, median and average sale prices by type, number of households and size, and banking and lending practices. Compile data indication frequency and amount of those financial institutions lending in our community over the past five-year period.
- Compile a vacancy rate study for rental properties by type/number of bedrooms and rental rates over the past two-year period.
- Provide a variety of maps including dot density, overlays, etc., depicting multiple characteristics and address specific maps in the Analysis of Impediments.
- Recommend changes in practices and policies.
- Prepare a loose copy (for duplication purposes) of the draft Analysis of Impediments and Fair Housing Plan. Provide an electronic copy.
- Prepare bound copies and a loose copy (for duplication purposes) of the final Analysis of Impediments and the Fair Housing Plan.
- Submit both the draft and final document in two different digital formats: Current Microsoft Office Edition and PDF.

**Task 6:** Attend Public Hearing for the Draft Analysis of Impediments and make any final edits based on comments received at Public Hearing.

## CONSOLIDATED PLAN WORK PROGRAM & SCHEDULE

MDG and Cloudburst in conjunction with the County of Ventura and the participating jurisdictions, will prepare the Consolidated Plan for the period July 1, 2025 - June 30, 2030. The Consolidated Plan will be completed in time for approval by each of the participating jurisdictions by no later than May 1, 2024. The Consolidated Plan will be developed in accordance with the Code of Federal Regulations, Title 24 Part 91, et. seq., instructions, and guidance published by HUD, and the requirements listed in the RFP. These include but are not limited to:

- Consultation and Public Participation (for both Consolidated Plan and AI).
  - Coordinate with participating jurisdictions to obtain feedback on needs and reconcile discrepancies on comments from each.
  - Develop and distribute of Housing and Community Development survey(s) for public participation (includes web-based version) in English and Spanish
  - Conduct one-on-one interviews with stakeholders.
  - Conduct two (2) focus group meetings.
  - Conduct eight (8) on site and two (2) remote community/stakeholder meetings for public participation.
  - One (1) public hearing with the County of Ventura (extra cost for additional public hearings).
- Develop Draft Consolidated Plan for jurisdiction review and comment.
  - Develop Executive Summary.
  - Develop Community Profile.
  - Develop Housing and Homeless Needs Assessment.
  - Housing and Market Analysis.
  - Community and Economic Development Needs Assessment.
  - Lead Based Paint Hazards and Remediation Programs.
  - Five-Year Strategic Plan to address identified needs.
  - Anti-poverty Strategy.
- Optional at additional cost - One-Year Action Plan for 2025-2026
- Develop final Consolidated Plan (digital, in IDIS, hard copy and PDF format)
- Enter Consolidated Plan in IDIS for submittal to HUD.
- Respond to comments from HUD on Consolidated Plan.

## Proposed Consolidated Plan Schedule

### **Task 1: Day 1-29**

Review and suggest revisions to the County and each entitlement jurisdiction's current adopted Citizen Participation Plan to ensure compliance with Part 91. Make recommendations for revisions for adoption by participating jurisdictions prior to engaging in the Citizen Participation and Consultation Process required for the development of the Consolidated Plan.

### **Task 2: Day 1-75**

Collect data, conduct research, and analyze the data to identify housing and community development needs and priorities. Obtain housing and community data from most recent draft or adopted Housing Elements.

### **Task 3: Day 30-90**

Develop required maps using CPD Maps or GIS, including but not limited to areas of minority and low-income concentration, low-and moderate-income areas, and other maps to describe the geographic distribution of resources.

### **Task 4: Day 90-150**

Plan and participate in at least eight (8) community meetings including two (2) remote meetings, and two focus group meetings where low-and moderate-income residents, community groups, housing advocates, public service agencies and the public are invited to provide input into housing and community development needs and priorities. Develop and solicit input through a Housing and Community Development survey.

### **Task 5: Day 90-150**

Engage in one-on-one consultations as required pursuant to Part 91 and document the results of those consultations for use in the development of the Consolidated Plan – Strategic Plan.

### **Task 6: Day 120-239**

Develop the draft Consolidated Plan in the HUD Integrated Disbursement and Information System ("IDIS") to contain the information required in 24 CFR 91, Section 91.205 through 91.230, including all tables, narratives, and certifications as delineated within the IDIS template. This includes, but is not limited to:

- The Public Participation Process
- Housing and Homeless Needs Assessment
- Housing Market Analysis
- Strategic Plan indicating priorities and how will meet the needs.
- Annual Action Plan

- All required certifications
- Monitoring standards and procedures
- Affirmative Marketing and Economic Opportunity Policies
- Subsidy Layering Guidelines

**Task 7: Day 240-269**

Preparation of public hearing documents including public notices, provide a loose copy (for duplication purposes) of the public review draft, and a current Microsoft Office Edition and PDF document of the final printed version. Provide one-year Action Plans that were requested by any of the participating jurisdictions in separate Microsoft and PDF format. Provide the necessary copies of screen checks, drafts, and final documents as identified in the RFP.

**Task 8: Day 270-299**

Attend Public Hearing for the Draft Analysis of Impediments. Enter final documents into the IDIS eCon Planning Suite.

## Schedule - Consolidated Plan

	Day 1-29	Day 30-59	Day 60-89	Day 90-119	Day 120-149	Day 150-179	Day 180-209	Day 210-239	Day 240-269	Day 270-299	Day 300-329	Day 330-360
<b>Task 1: Review CPP</b>												
<b>Task 2: Data Collection</b>												
<b>Task 3: Develop GIS Data Maps</b>												
<b>Task 4: Comm. Meetings</b>												
<b>Task 5: Consultations</b>												
<b>Task 6: Develop Draft Con Plan</b>												
<b>Task 7: Prepare PH Documents</b>												
<b>Task 8: Public Hearing. Enter Final CP in IDIS</b>												



Completed



Ongoing

## **ANALYSIS OF IMPEDIMENTS WORK PROGRAM AND SCHEDULE**

MDG and Cloudburst in conjunction with the County of Ventura and the participating jurisdictions, will prepare the Analysis of Impediments to Fair Housing Choice (AI) for the period July 1, 2025 - June 30, 2030. The AI will be completed in time for approval by each of the participating jurisdictions by no later than May 1, 2024. The AI will be developed in accordance with HUD's guidance provided in the Fair Housing Planning Guide (Chapter 2) and in accordance with requirements listed in the RFP. In the development of the AI, we will review and use the documents and respective data noted in the County's RFP. In addition, input and feedback will be solicited from local groups (for both the Con Plan and AI), as noted in the County's RFP. These include but are not limited to:

- A community profile, identifying demographic, income, employment, transportation, and housing patterns. The relationship between these variables should be analyzed to identify potential impediments to fair housing choice.
- A comprehensive analysis of public policies, practices, procedures, zoning, and land use, involving housing and housing related activities (including state and local initiatives), with a focus on those that may inhibit or restrict fair housing choice.
- An assessment of conditions, both public and private, affecting fair housing choice for all protected classes.
- An assessment of the availability of affordable, accessible housing in a range of unit sizes.
- An assessment of the delivery of fair housing services, including the following:
- An assessment of lending practices in Ventura County including but not limited to foreclosures, lending in low- and moderate-income areas, and lending in minority concentration areas.
- Evaluation of progress since the previous AI.
- Recommendations to local governments on specific actions that can be taken to affirmatively further fair housing choice in our jurisdictions.
- Development of draft documents (at multiple dates) for jurisdiction review and comment.
- Development of final AI (digital, in IDIS, hard copy and PDF format).
- Technical Assistance in responding to HUD comments.

### **Analysis of Impediments to Fair Housing Choice Schedule**

#### **Task 1: Day 1-29**

Collect data, conduct research, and analyze the data to identify impediments to fair housing choice. Data to be gathered and analyzed includes, but is not limited to demographics, household income, employment, housing profile, etc. This task will consist of the review of available background and resource materials. Available documents and resources include: the Year 2020 Assessment of Impediments to Fair Housing Choices for the County of Ventura; the approved Five-Year Consolidated Plan (2020-2024) and any approved amendments; The County and participating jurisdictions General Plan Housing Elements; and the County's and participating jurisdictions Zoning Ordinance. The County and

participating jurisdictions will provide us with available housing and community data from its most recent draft or adopted Housing Element and will facilitate reasonable access to staff for the purpose of evaluating the Municipal Code and the practices within the confines of the Municipal Code.

**Task 1: Day 1-29**

Consult with the County's and participating jurisdictions Fair Housing Service Provider(s) and, the State of California and HUD as necessary to develop a full profile of fair housing activity within the County for the last 3-5 years.

**Task 2: Day 1-74**

Collect data, conduct research, and analyze the data to identify housing and community development needs and priorities. Obtain housing and community data from most recent draft or adopted Housing Elements.

**Task 3: Day 30-89**

Develop required maps using GIS, including but not limited to areas of minority and low-income concentration, low-and moderate-income areas, and other maps to describe the geographic distribution of resources.

**Task 4: Day 90-149**

Coordinate and facilitate community workshops and focus groups. See Consolidated Plan community meeting section of number of workshops and focus group (realtor associations, developers, property investors, community residents, seniors, special needs populations, etc.), meetings proposed. We will prepare agendas, handouts, and other presentation materials as appropriate, maintain detailed notes, and summarize the results of each group meeting.

**Task 5: Day 150-239**

Develop a comprehensive draft Analysis of Impediments. This document must include an analysis of prior-identified impediments, identification of new impediments (if any), and a Fair Housing Plan to include recommendations to address current impediments, the parties responsible, and timeframes. The draft Analysis of Impediments must meet all the requirements of the current Fair Housing Planning Guide published by HUD. At a minimum, the following elements will be reviewed on impediments to fair housing choice in the public and private sectors:

- A comprehensive review of the County's codes, ordinances, administrative policies, practices, and procedures.
- An assessment of how those laws, etc., affects the location availability and accessibility to housing choice.
- An assessment of residents' and the real estate industry's awareness of fair housing issues.

- An assessment of current land use and group home practices.
- An analysis of differences in property tax rates, controlling for home value and year of purchase, for different racial groups within the County.
- An assessment of job opportunities in relationship to area or residential concentration of minorities and other classes of persons protected by the Fair Housing Act.
- Documentation of the nature and extent of fair housing complaints/lawsuits or other data that may evidence achievement or lack of fair housing choices.
- Patterns of ownership versus rental, housing density, housing age, and/or condition, overcrowding, income, family size, residency tenure, bank loans by type, etc.
- Demographic overview of the County, showing how it compares to the county in terms of racial composition, homeownership by race, affluence, and poverty by race and trends since 2010.
- Home Mortgage Disclosure Act (HMDA) data, including FHA/VA loans, conventional home loans, housing refinance loans and home improvement loans.
- Results of testing or case studies of incidents or problems of discrimination occurring within the County, including hate crimes, land use practices, occupancy standards, and advertising.
- Records showing geographic patterns of occupancy in Section 8; Public and Assisted Housing; and private rental housing.
- An analysis of the “cost of fair housing” which causes certain specific social problems resulting from housing segregation and discrimination.
- Complete an analysis of home sales trends, median and average sale prices by type, number of households and size, and banking and lending practices. Compile data indication frequency and amount of those financial institutions lending in our community over the past five-year period.
- Compile a vacancy rate study for rental properties by type/number of bedrooms and rental rates over the past two-year period.
- Provide a variety of maps including dot density, overlays, etc., depicting multiple characteristics and address specific maps in the Analysis of Impediments.
- Recommend changes in practices and policies.
- Prepare a loose copy (for duplication purposes) of the draft Analysis of Impediments and Fair Housing Plan. Provide an electronic copy.
- Prepare bound copies and a loose copy (for duplication purposes) of the final Analysis of Impediments and the Fair Housing Plan.
- Submit both the draft and final document in two different digital formats: Current Microsoft Office Edition and PDF.

**Task 6: Day 270-299**

Attend Public Hearing for the Draft Analysis of Impediments.

## Schedule - Analysis of Impediments to Fair Housing Choice Schedule

	Day 1-29	Day 30-59	Day 60-89	Day 90-119	Day 120-149	Day 150-179	Day 180-209	Day 210-239	Day 240-269	Day 270-299	Day 300-329	Day 330-360
<b>Task 1: Consult with Fair Housing Providers</b>												
<b>Task 2: Data Collection</b>												
<b>Task 3: Develop GIS Data Maps</b>												
<b>Task 4: Comm. Meetings</b>												
<b>Task 5: Develop Draft Analysis of Impediments</b>												
<b>Task 6: Develop Final AI / Public Hearing</b>												



Completed



Ongoing

## COST PROPOSAL

Based on the proposed scope of work in the RFP, MDG and Cloudburst propose to complete the 2025-2029 Consolidated Plan and Analysis of Impediments to Fair Housing Choice for a lump sum price of \$130,000. The tasks will be completed and invoiced as noted in Section H–Payment Terms of this proposal. The total lump sum price is inclusive of all items requested in the RFP. Costs for additional public hearings or development of One Year Action Plans will be provided for any jurisdiction requesting those additional services.

As required in the RFP, Table G1 and G3 provides the lump sum cost by task and breaks that cost down by participating jurisdiction for the development of the Consolidated Plan and the Analysis of Impediments to Fair Housing Choice. Table G2 and G4 provide the estimated number of hours for each task and the number of hours by individual team member that is proposed to work on that task on the same two documents.

Table G1: Cost Proposal - Five Year Consolidated Plan**							
TASKS	Jurisdiction						TOTAL COST
	Camarillo 8%	Oxnard 24%	San Buenaventura 13%	Simi Valley 15%	Thousand Oaks 15%	Ventura County 25%	
1. Review of Citizen Participation Plan	\$120	\$360	\$195	\$225	\$225	\$375	\$1,500
2. Data Collection	\$900	\$2,700	\$1,464	\$1,687	\$1,687	\$2,812	\$11,250
3. Develop GIS Data Maps	\$1,200	\$3,600	\$1,950	\$2,250	\$2,250	\$3,750	\$15,000
4. Community Meetings	\$1,080	\$3,240	\$1,755	\$2,025	\$2,025	\$3,375	\$13,500
5. Consultations	\$720	\$2,160	\$1,170	\$1,350	\$1,350	\$2,250	\$9,000
6. Prep. Draft Con Plan/ Public Hearing Docs	\$1500	\$4,500	\$2,436	\$2,813	\$2,813	\$4,688	\$18,750
7. Prep. Final Con Plan/ Public Hearing Docs	\$240	\$720	\$390	\$450	\$450	\$750	\$3,000
8. Attend Public Hearing Enter Final CP in IDIS*	\$240	\$720	\$390	\$450	\$450	\$750	\$3,000
<b>Costs Per Jurisdiction:</b>	<b>\$6,000</b>	<b>\$18,000</b>	<b>\$9,750</b>	<b>\$11,250</b>	<b>\$11,250</b>	<b>\$18,750</b>	<b>\$75,000</b>

Table G2: Five Year Consolidated Plan									
Team Member	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Total Hours
Rudy Muñoz				10					10
Clint Whited	8		8			8			24
Chris Andrews	2		8	8	2	8	2	8	38
Emily Vander-Does		20	16	42	40	60	14	12	204
David Muñoz		30		26	12		4		72
Whitney Finnstrom						39			39
Support Staff		25	68	4	6	10			113
<b>Approx. Hours:</b>	<b>10</b>	<b>75</b>	<b>100</b>	<b>90</b>	<b>60</b>	<b>125</b>	<b>20</b>	<b>20</b>	<b>500</b>

Table G3: Cost Proposal - Analysis of Impediments**							
TASKS	Jurisdiction						TOTAL COST
	Camarillo 8%	Oxnard 24%	San Buenaventura 13%	Simi Valley 15%	Thousand Oaks 15%	Ventura County 25%	
1. Consultation with FH Providers	\$176	\$528	\$286	\$330	\$330	\$550	\$2,200
2. Data Collection	\$880	\$2,640	\$1,430	\$1,650	\$1,650	\$2,750	\$11,000
3. Develop GIS Maps	\$660	\$1,980	\$1,072	\$1,237	\$1,238	\$2,063	\$8,250
4. Comm. Meetings	\$880	\$2,640	\$1,430	\$1,650	\$1,650	\$2,750	\$11,000
5. Develop Draft AI	\$1,452	\$4,356	\$2,360	\$2,723	\$2,722	\$4,537	\$18,150
6. Develop Final Document / Public Hearing*	\$352	\$1,056	\$572	\$660	\$660	\$1,100	\$4,400
<b>Costs per Jurisdiction:</b>	<b>\$4,400</b>	<b>\$13,200</b>	<b>\$7,150</b>	<b>\$8,250</b>	<b>\$8,250</b>	<b>\$13,750</b>	<b>\$55,000</b>

Table G4: Analysis of Impediments							
Team Member Name	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total Hours
Rudy Muñoz				6			6
Clint Whited					8		8
Chris Andrews	2		3	8	8	8	29
Paul DeManche	13	20	12	40	58	14	157
David Muñoz		28		15		8	51
Jay Dworin					37		37
Support Staff		25	40	4	10		79
<b>Approx. Hours:</b>	<b>15</b>	<b>73</b>	<b>55</b>	<b>73</b>	<b>121</b>	<b>29</b>	<b>367</b>

\*The cost for the Public Hearing is only allocated to Ventura Urban County Entitlement Area, per RFP.

\*\*All costs, including activity delivery costs, travel, and out of picket expenses are included within each line item.

## PAYMENT SCHEDULE

MDG shall bill the County monthly based on the following payment schedule. Monthly invoices shall include completed tasks for the Consolidated Plan (Table H1) and Analysis of Impediments (Table H2) in accordance with Table H1: Payment Terms-Consolidated Plan and Table H2: Payment Terms - Analysis of Impediments.

<b>Table H1: Payment Terms - Consolidated Plan</b>	
<b>Task</b>	<b>Payment Upon Completion of Task</b>
1. Review of Citizen Participation Plan	\$1,500
2. Data Collection	\$11,250
3. Develop GIS Data Maps	\$15,000
4. Community Meetings	\$13,500
5. Consultations	\$9,000
6. Prep. Draft Con Plan / Public Hearing Docs	\$18,750
7. Prep. Final Con Plan / Public Hearing Docs	\$3,000
8. Attend Public Hearing. Enter Final CP in IDIS	\$3,000
<b>Consolidated Plan Costs:</b>	<b>\$75,000</b>

<b>Table H2: Payment Terms - Analysis of Impediments</b>	
<b>Task</b>	<b>Payment Upon Completion of Task</b>
1. Consultation with FH Providers	\$2,200
2. Data Collection	\$11,000
3. Develop GIS Maps	\$8,250
4. Comm. Meetings	\$11,000
5. Develop Draft AI	\$18,150
6. Develop Final Document / Public Hearing	\$4,400
<b>Consolidated Plan Costs:</b>	<b>\$55,000</b>

## **Exhibit 6B Payment**

County shall pay Contractor for Tasks 1-8 (as described in Exhibit A, pages 4-7) the total lump sum (labor, travel and costs) attributable to each task as set forth in the “Budget Summary” (in Exhibit A, page 18). For clarity, those total lump sums are as follows:

### Consolidated Plan Tasks:

Task 1: \$1,500  
Task 2: \$11,250  
Task 3: \$15,000  
Task 4: \$13,500  
Task 5: \$9,000  
Task 6: \$18,750  
Task 7: \$3,000  
Task 8: \$3,000

### Analysis of Impediments Tasks:

Task 1: \$2,200  
Task 2: \$11,000  
Task 3: \$8,250  
Task 4: \$11,000  
Task 5: \$18,150  
Task 6: \$4,400

The Consultant may move hours between staff, add staff and/or consultants, and move funding between labor and other direct costs as needed provided the total budget is not exceeded. The Consultant may also exceed proposed values by task provided that the total budget is not exceeded, and all of the tasks described in Exhibit A are completed within the total budget, not to exceed \$130,000. Consistent with section G of this contract, County will monitor any movements of hours between staff, addition of staff, and movement of funding between labor and other direct costs.

If County delivers written notice to Contractor to perform one or both of the tasks identified as “Optional Additional” (as described in Exhibit A, pages 3), County will pay Contractor the total lump sum attributable to such task.

Within 10 days after the end of each month, Contractor shall submit an invoice to County describing the work performed in the month listing the name(s) of the personnel who performed the work and the number of hours worked by such personnel, and setting forth the amount due.

Within 30 days after receipt of a timely and complete invoice, County shall make payment to Contractor of the amount of the invoice that County does not dispute. If County disputes any part of the amount of the invoice, County shall work with Contractor to resolve disputes.