

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN  
CITY OF TEMECULA AND MDG ASSOCIATES, INC.**

**THIS AGREEMENT** is made and effective as of **July 1, 2024**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **MDG Associates, Inc.**, a **Corporation** (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

This Agreement shall commence on **July 1, 2024**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **July 1, 2027**, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, upon mutual agreement, extend the contract for two (2) additional one (1) year terms. In no event shall the contract be extended beyond July 1, 2029.

**2. SERVICES**

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

**3. PERFORMANCE**

Consultant shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Consultant shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

**4. PAYMENT**

a. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **Eighty-Two Thousand Dollars and Zero Cents (\$82,000.00) for each fiscal year, not to exceed Four Hundred Ten Thousand Dollars and Zero Cents (\$410,000.00)**, unless additional payment is approved as provided in this Agreement.

b. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager . Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt

of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

## **5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "**PAYMENT**" herein.

## **6. DEFAULT OF CONSULTANT**

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## **7. OWNERSHIP OF DOCUMENTS**

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities

related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## **8. INDEMNIFICATION**

The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

## **9. INSURANCE REQUIREMENTS**

a. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

b. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

c. Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: One Million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One Million (\$1,000,000) accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability Coverage: One Million Dollars (\$1,000,000) per claim and in aggregate.

d. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).

e. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, and the Successor Agency to the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this agreement shall be endorsed to state in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.

6) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or

notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

g. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

## **10. INDEPENDENT CONTRACTOR**

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

## **11. LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

## **12. RELEASE OF INFORMATION**

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**13. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

**Mailing Address:** City of Temecula  
Attn: City Manager  
41000 Main Street  
Temecula, CA 92590

**To Consultant:** **MDG Associates, Inc.**  
**Attn: Rudy Munoz**  
**10722 Arrow Route**  
**Suite 822**  
**Rancho Cucamonga, CA 91730**

**14. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

**15. LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

**16. GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights

under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

**17. PROHIBITED INTEREST**

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

**18. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**19. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF TEMECULA**


*(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)*

By: \_\_\_\_\_  
**James Stewart, Mayor**

By:   
**Rudy Munoz, President**

**ATTEST:**

By: \_\_\_\_\_  
**Randi Johl, City Clerk**

By:   
**Guadalupe Munoz, Chief Financial Officer**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
**Peter M. Thorson, City Attorney**

**CONSULTANT**  
**MDG Associates, Inc.**  
\_\_\_\_\_  
**Attn: Rudy Munoz**  
\_\_\_\_\_  
**10722 Arrow Route**  
\_\_\_\_\_  
**Suite 822**  
\_\_\_\_\_  
**Rancho Cucamonga, CA 91730**  
\_\_\_\_\_  
**rmunoz@mdg-ldm.com**

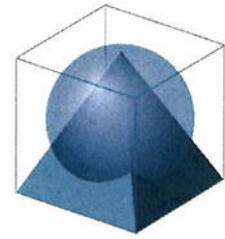
**City Purchasing Mgr.  
Initials and Date:**



# EXHIBIT A

## Tasks to be Performed

*All tasks to be performed are per the proposal provided by the Consultant attached hereto and incorporated herein as though set forth in full.*



**MDG**  
Associates, Inc.

**City of Temecula**

**PROPOSAL**

**Community Development Block Grant (CDBG)  
Program Administration**

**February 23, 2024**

**Corporate Headquarters**  
10722 Arrow Route, Suite 822  
Rancho Cucamonga, CA 91730

Telephone ☎ (909) 476-9696  
Fax ☎ (909) 476-6086



February 23, 2024

City of Temecula  
Community Development Department  
41000 Main Street  
Temecula, CA 92590

**Subject: Proposal to Provide Community Development Block Grant (CDBG)  
Program Administration Consulting Services**

Dear Sir/Madam:

MDG Associates, Inc. (MDG) is pleased to submit a proposal to provide Community Development Block Grant Program Administration consulting services. MDG, along with its affiliate LDM Associates, Inc. (LDM), has been providing high-quality community development consulting services to municipal agencies and private clients for over 33 years.

MDG specializes in the provision of grant management services with an emphasis on the U.S. Department of Housing and Urban Development (HUD) Community Planning and Development (CPD) funded programs. In addition to grants management services, MDG also provides administration and implementation services of housing and commercial rehabilitation programs, labor compliance monitoring, housing programs, and project management services.

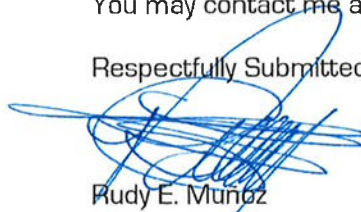
Our consulting team is made up of highly qualified professional staff with expertise in all aspects of HUD's CPD Programs including, but not limited to, Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grant (ESG), Community Development Block Grant-Disaster Recovery (CDBG-DR) and Community Development Block Grant CARES Act (CDBG-CV). This includes the development of associated documents such as the Five-Year Consolidated Plan, One-Year Action Plans, Consolidated Annual Performance and Evaluation Reports (CAPERs), Analysis of Impediments to Fair Housing (AI), and grant level policies and procedures.

The following is the information of the official authorized person to bind the firm:

MDG Associates, Inc.  
Rudy E. Muñoz, President  
10722 Arrow Route, Suite 822  
Rancho Cucamonga, CA 91730  
(909) 476-9696  
[rmunoz@mdg-ldm.com](mailto:rmunoz@mdg-ldm.com)

You may contact me at your convenience should you have any questions regarding this proposal.

Respectfully Submitted,



Rudy E. Muñoz  
President

Enclosure: Proposal

**CITY OF TEMECULA  
PROPOSAL  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ADMINISTRATION**

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## **SECTION I. DESCRIPTION OF FIRM, QUALIFICATIONS AND EXPERIENCE**

MDG Associates, Inc. (MDG) was established in 1991 and has undergone steady growth since its inception. MDG is a corporation registered in the State of California. MDG is a registered Minority Business Enterprise (MBE) and Small Business (SB) with the State of California. In response to our clients' needs, MDG and its affiliate LDM Associates, Inc. (LDM) provide a wide variety of Community Development consulting services including, but not limited to: Grants Management; Project Management; Construction Management; Architectural Design; Urban Planning; and Labor Compliance Monitoring.

MDG Associates, Inc. is comprised of individuals with a wide variety of expertise including the services specifically requested by the City. Currently, MDG is comprised of 38 staff members. Of these staff members, 23 are knowledgeable and experienced in the administration and implementation of CDBG, HOME, ESG, and CalHome grants as well as one-time HUD grants such as Neighborhood Stabilization Programs (NSP), Homelessness Prevention and Rapid Rehousing Program (HPRP), CDBG-CV and ESG-CV under the CARES Act and HOME-ARP under the American Rescue Plan Act. The balance of our staff members are specialists in the programs and activities that utilize grant funds, such as housing/commercial rehabilitation programs, economic development programs, and labor compliance and project management for capital improvement projects. MDG has eight (8) staff members that are knowledgeable and experienced in the administration of housing and commercial rehabilitation programs utilizing the funding mentioned above sources in addition to CalHome funds through the California Department of Housing and Community Development.

We provide administrative and management services to cities and counties that are seeking a consultant that can act as an extension of their staff and look after their best interest.

### **Grants Management:**

MDG currently provides administration and implementation services for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Solutions Grant (ESG), Community Development Block Grant-Disaster Recovery (CDBG-DR), and current one-time HUD grants such as CDBG-CV and ESG-CV under the CARES Act and HOME-ARP under the American Rescue Plan Act. In addition, MDG implements activities funded under the aforementioned programs such as Residential Rehabilitation, Commercial Rehabilitation, and First-Time Homebuyer, Capital Improvement Project Management, and Labor Compliance Monitoring and Enforcement.

The firm maintains an excellent relationship with the local HUD field offices as well as at the headquarters level (Washington D.C.). MDG has been providing training to grantees throughout the country on behalf of HUD Headquarters. The training has been in the areas of "Basically CDBG," Assessment of Fair Housing (AFH), Disaster Recovery Grant Reporting (DRGR), eCon Planning Suite, CPD Maps, and the Integrated Disbursement Information System (IDIS). Our staff currently assists grantees with regulatory compliance questions through the HUD Resource Exchange Ask a Question (AAQ) portal in the areas of CDBG, HOME, DRGR, CDBG-CV, and HOME-ARP. LDM's affiliate (MDG) is currently providing technical assistance (TA) to grantees throughout the country on behalf of HUD Headquarters in conjunction with the CPD Programs as well as HUD's reporting systems, the IDIS and DRGR systems.

MDG and its affiliate LDM are currently under direct contract with 26 cities and two (2) counties with HUD CPD funds totaling approximately \$80.5 million. Our services include the day-to-day implementation of their CPD grants and programs funded with the aforementioned grant funds. In addition, we provide services to other cities and counties on specific tasks such as IDIS input, subrecipient monitoring, federal labor standards (Davis-Bacon) compliance, monitoring CDBG, HOME and ESG grants, the preparation of HUD

Section 108 Loan Guarantee applications, preparation of Consolidated Plans, Annual Action Plans, and Consolidated Annual Performance and Evaluation Reports (CAPER).

In the past year, MDG has assisted more than 15 local jurisdictions to design and implement over \$50m of CDBG-CV and ESG-CV resources. Further, MDG has led HUD-funded national technical assistance efforts in both programs. MDG is also a leader in disaster response and recovery technical assistance and is currently supporting the State of California (wildfires) and the Commonwealth of Puerto Rico (hurricanes) to implement their CDBG-DR programs.

Our staff is knowledgeable in several computer programs including all of the Microsoft Office software, Microsoft Project, Adobe programs and HUD's online reporting databases. These include the Integrated Disbursement and Information System (IDIS), Disaster Recovery Grant Reporting System (DRGR), Recovery Act Management and Performance System (RAMPS), Performance and Accountability for Grants in Energy System (PAGE), HUD Environmental Review Online System (HEROS), and FederalReporting.gov.

### **Housing Rehabilitation:**

MDG along with its affiliate LDM is currently under contract with 17 cities throughout Southern California for the management and implementation of their housing rehabilitation programs, including single-family detached dwellings, condominium units, and mobile homes. During the last year, the firm processed and completed the rehabilitation of approximately 225 residential single-family dwellings, condominium units, and mobile homes. The funds utilized for the implementation of the rehabilitation programs included U.S. Department of Housing and Urban Development (HUD) funds such as CDBG and HOME funds as well as California Department of Housing and Community Development (HCD) funds such as State HOME and CalHome funds. Through the years, MDG has developed program guidelines and systems for different types of programs including, but not limited to, emergency repair programs, rental rehabilitation programs, owner-occupied – single family rehabilitation program, and mobile home repair programs. Our typical scope of work and responsibilities under these programs includes, but is not limited to, the overall administration of the program; reviewing applications for eligibility; preparing the environmental review record and associated clearances; loan underwriting and loan document preparation for loan-based programs; initial, progress, and final inspections; responding to contractor questions during the bidding process; construction management and oversight; reviewing and processing contractor payment requests; and preparing regulatory reports to HUD and HCD on behalf of our clients.

### **Commercial Rehabilitation**

During the past 16 years, our firm has been assisting cities in the day-to-day administration and implementation of their Commercial Rehabilitation programs. During the past five (5) years, we have assisted eight (8) cities with the rehabilitation of approximately 55 commercial buildings. In addition, we are in the process of setting up two (2) new programs for the Cities of Upland and the City of Hesperia. The level of service requested by each city differs, however in most cases we provide the overall administration and implementation services. These include inspection, design services, project management and Davis-Bacon Compliance monitoring.

### **Labor Compliance (Davis-Bacon Act):**

We are currently under contract to provide Labor Compliance services to 14 cities in Southern California. Our typical scope of work includes preparation and review of bid documents for compliance with Federal labor standards and requirements including Davis-Bacon and Related Acts, Section 3, and DOL

regulations; attend pre-construction meeting and present information on Davis-Bacon and Section 3 requirements; review submitted bid documents for compliance; establish and maintain contractor and subcontractor labor files; conduct employee field interviews and document posting compliance; reconcile weekly certified payroll reports and supporting documentation; monitor contractors for Section 3 accomplishments; schedule labor compliance file reviews prior to release of retention funds; and address and resolve any underpayment or deficiency issues.

### **Section 3:**

Our staff is experienced in the implementation of Section 3 employment, contracting and training requirements under the 2020 Final Rule (24 CFR Part 75). Currently, we monitor labor compliance activities on 15 projects with a combined construction value of over \$12.5 million. Of these projects, ten (10) are Section 3-covered projects assisted with \$200,000 or more of federal housing and community development assistance.

### **Neighborhood Stabilization Program**

MDG is currently working with a number of Cities throughout the U.S. under direct contract with HUD and under HUD's Technical Assistance program for the closeout and technical assistance of their Neighborhood Stabilization Program grants. MDG staff is currently working with HUD on conducting training and workshops on both closeout and NSP post closeout to inform recipient of the funds as to its obligations post closeout of the grant. This includes reporting, monitoring affordability, and the reuse of program income funds. In addition, MDG staff is currently providing technical assistance for HUD and is part of the NSP "Ask a Question" portal where grantees submit questions regarding the program.

### **CARES Act (CDBG-CV) Program Administration**

MDG is currently working with the State of California's CARES Act (CDBG-CV) programs as well as a number of Cities throughout southern California to establish and implement the administrative functions of the program. Duties include the preparation of the Action Plan amendments, preparation of subrecipient agreements, processing payment requests and monitoring agencies for compliance. In addition, MDG staff is currently working with HUD to provide on-call technical assistance and is also part of the CARES Act (CDBG-CV) "Ask a Question" portal for grantees to submit questions regarding the program.

### **Design Services**

MDG has vast experience in the needs of Cities implementing federally, State or locally funded Commercial Rehabilitation programs and the multitude of requirements that affect the implementation of these programs. These requirements include, but are not limited to, CDBG requirements that are specific as to the eligible improvements and the Davis-Bacon requirements which add a substantial cost increase to projects thereby requiring the designs to be more cost-effective.

The table on the following page represents the prior experience performing similar services for municipalities.

**Public Agencies Provided Services in Last 5 Years with Most Recent within Last 2 Years.**

Client	Con Plan/ AI/CPP	CDBG HOME Grant Mgmt.	CDBG/ HOME TA	Housing/ Comm. Rehab. Admin.	Housing/ Comm. Rehab. TA	CARES Act or CDBG-CV TA	Davis-Bacon Monitoring/ Section 3	Disaster Recovery (CDBG-DR)	Misc. HUD Programs TA
<b>Services Provided in Last 2 Years</b>									
Apple Valley, CA	X	X		X		X	X		
Azusa, CA							X		
Baldwin Park, CA	X		X						
Carson, CA			X	X		X			
Commerce, CA		X		X					
Commonwealth of Puerto Rico			X*		X			X	
Corona, CA	X	X		X		X	X		
County of Allegheny, PA			X						
County of Henrico, VA			X*						X*
County of Imperial, CA									X
County of Los Angeles, CA			X						X
County of Orange, CA						X			
County of San Bernardino, CA			X						X
Dallas, TX			X		X				
Downey, CA	X	X		X		X			X
Duarte, CA		X					X		
Fontana, CA	X	X		X		X	X		
Fresno, CA			X		X				
Hawthorne, CA	X	X		X		X	X		
Hesperia, CA	X	X		X		X	X		X
Irvine, CA	X	X		X		X	X		X
La Cañada Flintridge, CA		X		X					X
La Habra, CA	X		X	X		X			
Los Angeles, CA			X						X
New York City						X			
Palmdale, CA	X	X		X		X	X		X
Paramount, CA	X	X		X		X	X		X
Rancho Cucamonga, CA	X	X		X		X			X
San Dimas, CA		X		X					
San Juan, PR			X*		X*				
Santa Ana, CA	X		X			X			X
Seattle, WA			X*						X*
State of California			X			X		X	
State of Iowa			X*		X*	X*			
State of New Mexico			X						X
State of North Dakota			X*		X*				
Temecula, CA	X	X			X	X	X		
Tucson, AZ			X*						X*
Upland, CA	X	X		X		X	X		X
Walnut, CA		X		X			X		
<b>Services Provided in Last 5 Years</b>									
Albuquerque, NM	X		X		X				
Arecibo, PR			X*		X*				
County of Harris, TX								X	
County of Santa Barbara, CA		X							X
Detroit, MI			X*		X*				
Houston, TX								X	
Kansas City, KS			X*						
County of Riverside, CA	X								
Simi Valley, CA			X*		X*				X*
State of Utah			X*						X*
Tulsa, OK			X*						X*

\*Conducted on behalf of HUD



## SECTION II. ASSIGNED STAFF AND PROJECT ORGANIZATION

The members of our consulting group proposed to provide direct CDBG Program Administration support services include Rudy E. Muñoz, Clint Whited, and Frank Perez.

**Rudy Muñoz, President** – Mr. Muñoz is the authorized signatory for contracts on behalf of MDG Associates, Inc. and will support the assigned consultant team as-needed.

**Clint Whited, Senior Vice President** – Mr. Whited will oversee the assigned staff and provide subject matter expert (SME) support as needed to complete the scope of work assigned by the City.

**Frank Perez, Manager** – Mr. Perez will be the project manager and the City's direct point of contact for the day-to-day administration of the CDBG program. Key deliverable tasks to be completed by Mr. Perez or by other MDG staff support individuals include preparation or review of federal funding requirements, requests for proposals, monitoring reports, public notices; preparation of all reports as required by HUD such as the Action Plan and Consolidated Annual Performance Evaluation Report (CAPER); quarterly cash on hand reports; preparation of necessary environmental review forms; setup and maintenance of IDIS records; review of draw down requests for reimbursement; and coordination with HUD field office staff, other City staff, and various CDBG related constituencies. Mr. Perez will also be responsible for preparing the annual Notice of Funding Availability (NOFA), executing the technical workshops and associated technical assistance/eligibility review process, and working with City staff to prepare a funding plan for the recommended subrecipients. Mr. Perez will then prepare contracts and provide services necessary to professionally administer the CDBG grant and document compliance with program requirements. Frank will be assisted by other MDG staff on as needed basis.

### PROJECT TEAM BIOGRAPHIES:

**Rudy Muñoz, President** – Rudy Muñoz is the President and founder of MDG Associates, Inc. With more than 37 years of experience in the community development field, Mr. Muñoz' primary focus is on assisting municipalities with all aspects of the administration and implementation of their HUD-funded CPD Programs. These include, but are not limited to, the Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME), Neighborhood Stabilization Program (NSP), Community Development Block Grant – CARES Act (CDBG-CV) and Community Development Block Grant – Disaster Recovery (CDBG-DR) programs. Rudy works hand-in-hand with municipalities on the development of implementation strategies and tools that facilitate the management of their CPD programs, providing training for the HUD CPD Programs, and at times implementing the day-to-day functions of the programs. These functions include all phases of the program implementation from the initial development of Consolidated Plans and Action Plans for the various programs up to the programmatic and financial closeout of projects and grants. He assists grantees in developing HUD mandated Policies and Procedures for the overall management and oversight of the various CPD Programs as well as individual activities funded under these programs such as Housing Rehabilitation, Commercial Rehabilitation, and Homebuyer Programs.

Rudy is a Certified HOME Specialist and is a subcontractor to national Technical Assistance (TA) providers through HUD's OneCPD and communities throughout the U.S. in CDBG, HOME, NSP, and CDBG-Disaster Recovery Programs. He currently provides training at the national level in "Basically CDBG", Assessment to Fair Housing (AFH), Integrated Disbursement and Information Systems (IDIS), and the Disaster Recovery Grant Reporting System (DRGR). He is a beta tester for HUD on the Disaster Recovery Grant Reporting system. Because of his fluency in Spanish, he has provided many of the aforementioned training in Spanish for the Commonwealth of Puerto Rico and its municipalities.

Prior to his time with MDG, Rudy worked for several municipalities in Southern California. Mr. Muñoz received a Bachelor of Architecture (BArch – 5-yr degree) from California Polytechnic University in Pomona.

**Clint Whited, Senior Vice President** – Clint Whited joined MDG Associates, Inc. in 2006 and currently serves as Senior Vice-President. With more than 20 years of experience in the planning and implementation of federal grants including those offered by the U.S. Department of Housing and Urban Development – Office of Community Planning and Development, Mr. Whited assists municipalities with all aspects of Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) management.

Clint focuses on strategic community investment in affordable housing, development of infrastructure and coordinating the supportive services necessary to achieve local goals and to affirmatively further fair housing choice. His work in these areas includes over 52 Consolidated Plans, 200 Annual Action Plans, 34 Analysis of Impediments to Fair Housing Choice, and two Assessment of Fair Housing (AFH) documents. He is a Certified HOME Specialist (Regulations) and is a national technical assistance provider through HUD's OneCPD technical assistance initiative. Before joining MDG, Clint was a Contract Compliance Specialist for the Los Angeles County Community Development Commission – the second largest Urban County CDBG program in the nation. His responsibilities included contract development, monitoring the implementation of CDBG funded activities implemented by participating cities and non-profit organizations. His work with the Urban County included the development of labor standards policies and procedures covering the Davis-Bacon Act, Minority and Women's Business Enterprise and Section 3 of the Housing and Community Development Act.

Clint received a Bachelor of Science in Public Policy and Management from the University of Southern California's School of Policy, Planning and Development, with an emphasis on organizational management and public sector accounting.

**Frank Perez, Manager** - Frank Perez joined MDG Associates, Inc. in 2011 and is a Manager on the Grants Management Team. With more than 12 years of experience in the planning and implementation of federal grants including those offered by the U.S. Department of Housing and Urban Development – Office of Community Planning and Development, Mr. Perez assists municipalities with all aspects of the Community Development Block Grant (CDBG) program.

Mr. Perez focuses on the day-to-day aspects of CPD program administration and compliance, including Consolidated Plan and Action Plan development and implementation, Integrated Disbursement and Information System (IDIS) functionality and management, labor standards enforcement, subrecipient management, monitoring, and capacity building, compliance with federal reporting requirements including the Consolidated Annual Performance and Evaluation Report (CAPER), and all other aspects of program administration, implementation and compliance. Mr. Perez also manages MDG's Labor Compliance Team.

Frank received a Bachelor of Business Economics from the University of California, Riverside.

The resumes of the staff members are included in the Resume of Key Personnel section of this document.

MDG acknowledges that the key personnel proposed will be available to the extent for the duration of the project and any key personnel shall not be removed or replaced without the prior written consent of the City.

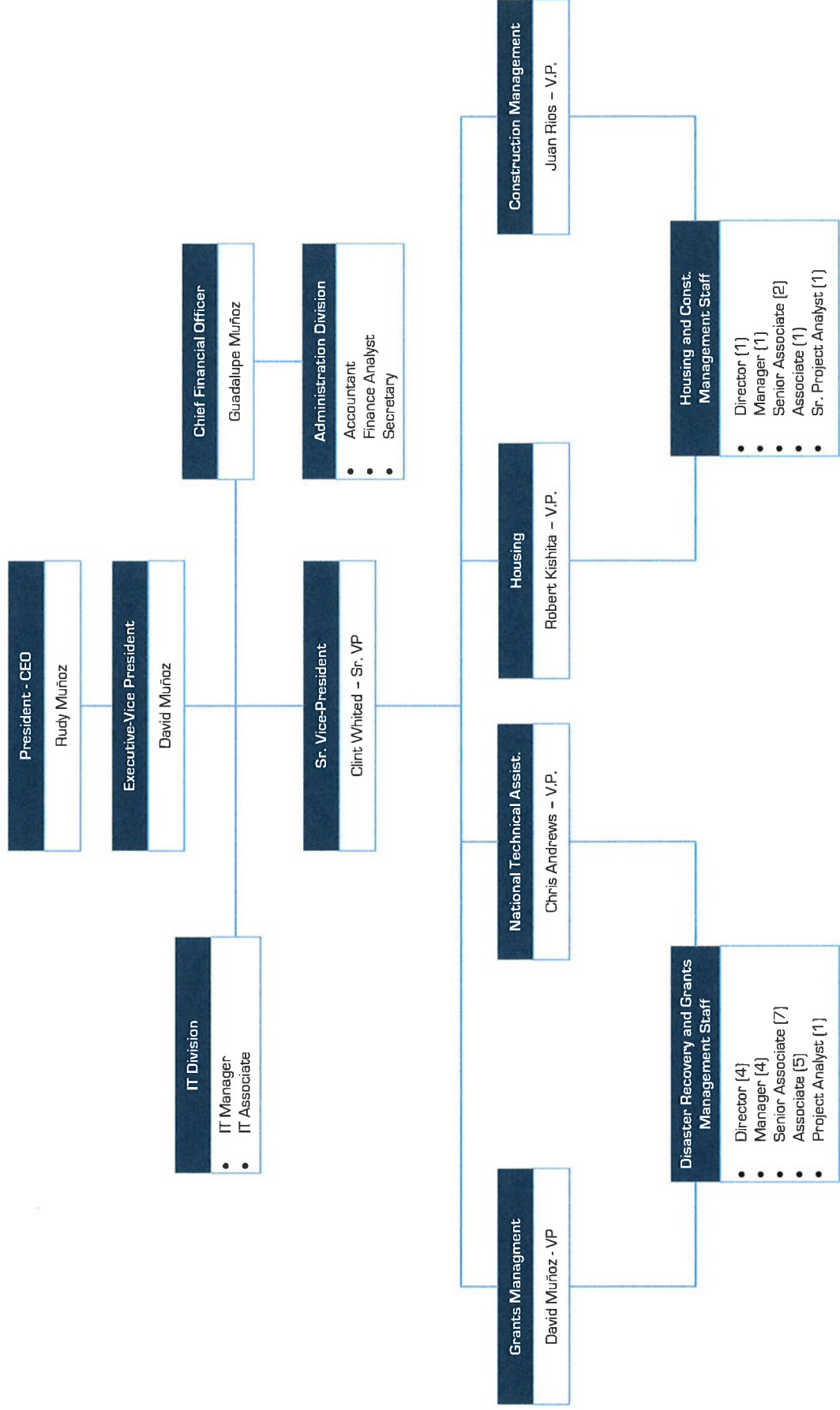
**Organizational Chart:**

As requested in the City's RFQ, MDG's organizational chart is in the following page.



**MDG**  
Associates, Inc.

# ORGANIZATION CHART



## **SECTION III. FIRM'S METHODOLOGY, APPROACH AND SCOPE OF WORK**

### **METHODOLOGY**

MDG implements a team approach for the administration of the HUD entitlement grant programs. This approach allows us to control costs to the City by having lower level staff complete tasks that do not require a senior level staff member to complete. This team approach also allows us to assign individuals with expertise in certain areas to complete those tasks. The work program for each City varies depending on the City's needs. MDG performs a majority of the tasks from our offices whenever possible with tasks requiring our presence at the City being performed at City Hall during scheduled office hours as needed.

MDG has established systems for the administration of CDBG Program. The key to the systems is establishing a detailed calendar used in the implementation of the programs. The schedule includes a start date, due date, item description, reference to the established Policy and Procedure Manual section and the assigned consultant. As a result of the successful systems that we have developed for the administration of CPD Programs, we have been selected by HUD headquarters as part of a workgroup through the Community Compass Technical Assistance Program to establish systems that will assist grantees in their administration of CPD Programs.

Our philosophy is that it is our responsibility to provide training and technical assistance to subrecipients receiving CDBG funds from the City to achieve their goal to implement successful programs that benefit the low- and moderate-income residents of the City.

### **APPROACH**

MDG proposes to provide services from our offices and on-site at City Hall as needed by the City. We anticipate becoming an extension of City staff and would provide flexible scheduling which meets the needs of the City. In addition, we would make ourselves available to attend City Council meetings as requested by staff. We will make ourselves available during non-scheduled hours should the need arise by providing staff with our cell phone numbers.

Based on prior experience, we anticipate providing in-person services on site at City Hall one day every other week or as needed to successfully administer the program.

### **SCOPE OF WORK**

In the administration and implementation of the U.S. Department of Housing and Urban Development (HUD) CDBG entitlement grant program, MDG proposes to provide staffing and other resources as required to perform the scope of work requested by the City, but not limited to:

- A. General administration of the CDBG program for the upcoming three fiscal years (2024-2025, 2025-2026, 2026-2027) including:
- B. Coordination with City staff in the identification, management, and completion of all CDBG funded projects including preparation or review of federal funding requirements, requests for proposals, monitoring reports, public notices, etc.
- C. Preparation of all reports as required by HUD including, but not limited to a one-year Action Plan and annual grant funding application, Consolidated Annual Performance Evaluation Report (CAPER) document, quarterly financial reports, etc.
- D. Preparation of necessary environmental review forms and documents for CDBG projects.
- E. Setup and maintenance of IDIS records including preparation of requested reports.

- F. Preparation and/or review of draw down requests for reimbursement of expended funds on a quarterly basis or as directed.
- G. Coordination with HUD field office staff, other City staff, and various CDBG related constituencies.
- H. Any such other activities as required to properly administer the CDBG Program.
- I. Administration of sub-recipient contracts including:
  - i. Prepare a Notice of Funding Availability (NOFA) on an annual basis for social service funding. Work with City staff to prepare a funding plan for the recommended social service providers.
  - ii. In coordination with the NOFA, prepare and hold two technical workshops for prospective applicants.
  - iii. Hold a technical workshop for sub-recipients in July of each program year to review obligations and compliance requirements.
  - iv. Prepare files and contracts for each of the funded social service and fair housing service providers and provide technical guidance to sub-recipients as necessary to ensure proper data collection and program compliance as mandated by HUD.
  - v. Review and process all sub-recipient invoices.
  - vi. Monitor all sub-recipients on an annual basis or sooner as necessary.
- J. Administration of Supplemental CDBG Funding Programs
  - i. Administration of supplemental programs, such as CDBG-CV, and other similar type programs that currently exist or may exist in the future.

In addition, MDG proposes to provide advice and strategies to assist the City with achieving its housing and community development goals in a manner fully compliant with HUD regulations and requirements.

### **Anticipated Program Year Schedule**

The following schedule represents an anticipated program year schedule to assist the Grant Coordinator with annual implementation of the CDBG Program.

**PROGRAM YEAR SCHEDULE**

<b>ANTICIPATED PROGRAM YEAR SCHEDULE</b>	
Publish Notice of Funding Availability to City Departments (and to third-party non-profits in years the Consolidated Plan is developed)	Early November
Notice of Funding Availability Workshops and Application	Early December
Application Due Date	Prior to holidays in December
Eligibility Review Due to Staff	January
Finance Subcommittee Meeting	February
Publish Public Hearing Notice and Public Review of Action Plan	Early March
City Council: Public Hearing and Adoption of the Action Plan	Late April
Submit Action Plan to HUD	Mid-May
Environmental Reviews and Contracts	Early/Mid-June
Program Year Begins	Early July
Quarterly Reports	October, January, April, July
Draft CAPER for most recent completed program year	July – August
Public Notice – 15-day public review of CAPER	Late August
Public Hearing and acceptance of the CAPER (Consent item if two public hearing requirement is already met)	Mid-September
CAPER submission to HUD	Late September

## SECTION IV. REFERENCES

The following list represents our client list for whom we have provided similar services.

### HUD Entitlement Cities:

#### **City of Fontana – Valerie Gonzales, Housing Manager**

Services Provided: CDBG/HOME/CDBG-R/NSP Program TA; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation; Davis-Bacon/Section 3 Compliance; Policies and Procedures for FTHB and Housing Rehabilitation Programs.

Date of Contract: 2009 to Present

Contact Person: Phone Number: (909) 350-6625; email address: [vgonzales@fontana.org](mailto:vgonzales@fontana.org)

#### **City of Irvine – Keri Bullock, Neighborhood Services Administrator / Acting Housing Manager**

Services Provided: CDBG/ESG/HOME/CDBG-CV/ESG-CV Program Administration and Technical Assistance; Irvine Recovery Plan (ARPA) grant program administration and implementation; CDBG and HOME funded Residential Rehabilitation Program implementation; OneIrvine Home Improvement Loan Program implementation; Analysis of Impediments to Fair Housing (AI); Five-Year Consolidated Plan/Action Plan/CAPER preparation; Davis-Bacon and Section 3 Compliance.

Date of Contract: 2001 to Present

Phone Number: (949) 724-6430; email address: [kbullock@cityofirvine.org](mailto:kbullock@cityofirvine.org)

#### **City of Corona – Cynthia Lara, Administrative Services Manager**

Services Provided: CDBG Program Administration and HOME Technical Assistance including all aspects of the CDBG Program as well as assistance with affordable housing projects and Davis-Bacon Compliance Monitoring, Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation.

Date of Contract: 2010 to Present

Phone Number: (951) 739-4963; email address: [Cynthia.Lara@CoronaCA.gov](mailto:Cynthia.Lara@CoronaCA.gov)

#### **City of Hawthorne – Kimberly Mack, Director of Housing**

Services Provided: CDBG/HOME Program Administration and Technical Assistance; CDBG and HOME funded Housing Rehabilitation Program Implementation; RDA funded Commercial Rehabilitation Program Implementation; Community Project Fund (CPF) administration; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation.

Date of Contract: 2002 to 2010 and 2014 to Present

Phone Number: (310) 349-1603; email address: [kmack@cityofhawthorne.org](mailto:kmack@cityofhawthorne.org)

#### **City of Upland – Robert Dalquest, Development Services Director**

Services Provided: CDBG Program Technical Assistance; CalHome and RDA funded Housing Rehabilitation Program Implementation (4 separate programs); RDA funded Commercial Rehabilitation Program Implementation; CalHome and RDA funded Homebuyer Assistance Program; Project/Construction Management; Davis-Bacon and Section 3 Compliance; Analysis of Impediments; Planning Services; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation; affordable housing monitoring.

Date of Contract: 2004 to Present

Phone Number: (909) 931-4148; email address: [rdalquest@ci.upland.ca.us](mailto:rdalquest@ci.upland.ca.us)



## **SECTION V. FEE PROPOSAL**

We propose to perform the services related to the general administration of the CDBG program and administration of sub-recipient contracts on an hourly basis in accordance with the rate schedule in Exhibit "A". Based on our experience, we anticipate having one Manager (Frank Perez) provide 12 hours of service per week, with as-needed support from other MDG staff members.

MDG proposes to provide Davis-Bacon and Section 3 labor standards monitoring services for a fixed-fee based on project characteristics. For each project prime contract, a flat project initiation fee of \$10,000 will be due upon issuance of the Notice to Proceed to address bid document reviews, pre-bid and pre-construction advisory services, wage decision lock-in, technical assistance to contractors, and project setup under MDG's subscription to LCPTracker™. Subsequently, the construction-period payroll monitoring, employee field interviews, labor violation resolution, Section 3 monitoring, technical assistance and reporting for all contractors and subcontractors on the project will be billed lump sum in an amount that totals 1.5 percent of the final prime construction contract amount.

We propose to have Mr. Perez in attendance on-site one day every other week to complete any of the functions requiring in-person meetings or in-person processing. Mr. Perez would be in attendance as necessary to go over all the higher level administrative needs and as requested by City Staff. Additional subject matter expert staff members would be available to the City as requested. This would include Labor Compliance, Section 3, IDIS, and environmental experts that would assist as necessary.

The following additional information to the Line Item Pricing is being submitted as part of our proposal. MDG proposes to perform the Scope of Services on an hourly basis, billed in quarter-hour increments based on the billing rates listed on the attached Rate Schedule (See Exhibit "A") that are effective July 1, 2024. Should the City choose to extend the agreement for additional years beyond the first year, the Rate Schedule below provides the effective rates through June 2029.

### **LITIGATION STATEMENT:**

As requested in the RFP, MDG does not have any past or current litigations.

**EXHIBIT "A"**

**MDG Associates, Inc.**

**SCHEDULE OF HOURLY BILLING RATES**

Rates effective as of July 1, 2024

<b>Title</b>	<b>PY 2024-2025</b>	<b>PY 2025-2026</b>	<b>PY 2026-2027</b>	<b>PY 2027-2028</b>	<b>PY 2028-2029</b>
President/Senior Vice President	\$131	\$134	\$138	\$141	\$145
Vice President	\$125	\$128	\$131	\$135	\$138
Director	\$120	\$123	\$126	\$130	\$134
Manager	\$115	\$118	\$121	\$124	\$127
Senior Associate	\$108	\$111	\$114	\$117	\$120
Associate	\$98	\$100	\$103	\$106	\$109
Senior Project Assistant	\$80	\$82	\$84	\$86	\$89
Project Assistant	\$75	\$77	\$79	\$81	\$83
Secretary	\$53	\$54	\$56	\$58	\$60

**REIMBURSABLE ITEMS**

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Project Supplies	At Cost plus 10% surcharge (if applicable)
Prints/Reproductions	At Cost plus 10% surcharge (if applicable)
Postage and Delivery	At Cost plus 10% surcharge (if applicable)

RESUMES OF KEY PERSONNEL





**RUDY MUÑOZ**

President

#### AREAS OF EXPERTISE

Grants Management  
HUD CPD Programs  
Disaster Recovery Programs  
CARES Act  
Disaster Recovery Grant Reporting (DRGR) System  
Uniform Administrative Requirements-2 CFR Part 200

#### YEARS OF EXPERIENCE

37 Years

#### CERTIFICATIONS/TRAINING

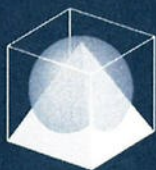
Certified HOME Program Regulations  
California General Contractor No. 681042  
ICBO Earthquake Retrofit - Wood Frame Certification  
Certified Lead Visual Inspector

#### EDUCATION

Bachelor of Architecture  
California Polytechnic University - Pomona

#### WORK HISTORY

MDG Associates, Inc.  
1991 - Present  
City of Huntington Park  
1988 - 1991



**MDG**  
Associates, Inc.

Rudy Muñoz serves as President and founder of MDG Associates, Inc. Over the past 33 years, he has assisted cities and counties with the design, administration, and implementation of their HUD-funded CPD Programs, including, but not limited to the CDBG, HOME, NSP and CDBG-DR programs. Rudy works with government agencies on the development of implementation strategies and tools that facilitate the management of their programs. He has been involved in HUD Disaster Recovery Programs since the 1994 Northridge Earthquake, where he directed the rehabilitation of over 300 homes for two cities in Los Angeles County. Rudy works as a subcontractor to several national Technical Assistance (TA) providers through HUD's Community Compass initiatives. He has provided classroom training on behalf of HUD including Basically CDBG, Assessment of Fair Housing (AFH), CPD Maps, eCon Planning Suite, and the Disaster Recovery Grant Reporting (DRGR) system. Due to his Spanish fluency, he has also provided all of the aforementioned training in Spanish for the Commonwealth of Puerto Rico and its municipalities.

#### PROJECT SPECIFIC EXPERIENCE

##### State of California - Disaster Recovery and Mitigation Grant Financial Management, Data, and Reporting

###### Subject Matter Expert – Team Co-lead | November 2019 - Current

Rudy is the working group co-lead for the implementation of the 2017, 2018, and 2020 disaster recovery and mitigation grants financial management, data, and reporting (FDR) unit of the State of California Housing and Community Development (HCD) Disaster Recovery unit. In total, he is working with seven disaster recovery and mitigation grants totaling approximately \$1.5 billion. Building on the basic framework of the CDBG program regulations, CDBG-DR Federal Register Notices, and the 2 CFR Part 200 regulations, Rudy has led the preparation of financial management policies and procedures, the development of standard operating procedures (SOPs), workflows, forms and documents, checklists, and system tools to assist HCD-DR staff in the fiscal management aspects of the disaster recovery and mitigation grants. He is assisting in conducting regularly scheduled reconciliations of their labor costs as well as the reconciliation across the three different program level systems (DRGR, Fi\$Cal, and Grants Network) and one project level system (eGrants). Rudy also provides technical assistance and training to new staff assigned to the disaster recovery program and regularly provides training for subrecipients in matters related to financial management.

Programs: CDBG-DR | CDBG-MIT | 2 CFR Part 200

Client: Wendy Nelson, Section Chief – Fiscal Compliance, California HCD  
2020 W. El Camino Avenue, Suite 200, Sacramento, CA 95833  
wendyp.nelson@hcd.ca.gov (916) 841-8996



## RUDY MUÑOZ

President

### PROJECT SPECIFIC EXPERIENCE

#### Rehabilitation Programs (multiple agencies)

##### Program Manager / President | 1985 - Current

Rudy has provided residential and commercial rehabilitation program administration services to the City of Upland in addition to approximately 40 other grantees / participating jurisdictions in the last 30 years. Rudy's services to Upland have supported improvements to residential and commercial structures in the low- and moderate-income sections of the community. Rudy has designed and implemented housing rehabilitation programs utilizing a variety of grants including, but not limited to, CDBG, HOME, state, and local redevelopment funds that resulted in the rehabilitation of over 1,000 residential dwellings. In addition, he has designed and implemented commercial rehabilitation programs utilizing CDBG and local funds that has resulted in the renovation of over 200 commercial buildings in commercial districts that serve the low- and moderate-income community. In this role, Rudy has developed program guidelines, policies and procedures, implementation forms and documents, and tracking and monitoring systems for these programs. Rudy is currently overseeing MDG program staff implementing these programs in cities across Southern California.

Programs: CDBG | HOME | Housing Rehabilitation | Commercial Rehabilitation

Client: Liz Chavez, Development Services Manager, City of Upland  
460 N. Euclid Avenue, Upland, CA 91786    lchavez@ci.upland.ca.us    (909) 931-4146

#### City of Paramount (plus various other cities), HUD CPD Programs Administration/Housing & Commercial Rehabilitation Administration

##### Program Manager / President | 2001 - Current

Rudy has provided program administration services to the City of Paramount in addition to 30 other grantees / participating jurisdictions during the last 20 years. Rudy's services to Paramount have supported improvements to a number of community facilities and infrastructure projects in the low- and moderate-income sections of the community. Rudy has designed and implemented a housing rehabilitation program utilizing HOME program funds that resulted in the rehabilitation of over 350 homes. In addition, he has designed and implemented a commercial rehabilitation program utilizing CDBG funds that has resulted in the renovation of over 60 commercial buildings in the City's core commercial district that serves the low- and moderate-income community. In this role, Rudy has developed program guidelines, supporting forms and documents, and tracking and monitoring systems for all of these programs to ensure compliance with CDBG and HOME regulations. Rudy is currently overseeing MDG program staff implementing these programs in cities across Southern California.

Programs: CDBG | HOME | Housing Rehabilitation | Commercial Rehabilitation

Client: John Carver, Community Development Director, City of Paramount  
16400 Colorado Avenue, Paramount, CA 91723    jcarver@paramountcity.com    (562) 220-2048



**RUDY MUÑOZ**

President

## PROJECT SPECIFIC EXPERIENCE

### “Basically CDBG” Curriculum Trainer / TA

#### Subject Matter Expert /Co-Lead Trainer | 2010 - Current

Rudy was a co-trainer under contract to Enterprise Advisors and ICF for HUD's live in-person Basically CDBG Trainings from 2010 to 2017, which culminated in a recorded session in Atlanta, GA that was subsequently edited and used as part of HUD's Basically CDBG Online e-learning curriculum that is available to the public on the HUDEXchange.info website. Rudy also worked with Enterprise and HUD Headquarters staff to produce the Basically CDBG Online e-learning curriculum that is currently posted to the HUDEXchange.info website (2019-2020). Specifically, Rudy assisted in writing the content for the topical capacity building modules, made recommendations for edits to the live video recordings and reviewed all content for consistency with current HUD policy and guidance. Rudy assisted in the translation of the Basically CDBG training slide deck and manual into Spanish and provided the training in Spanish for the Commonwealth of Puerto Rico.

Programs: CDBG | Federal Crosscutting

Client: Diane Lobasso, Senior Advisor, HUD Office of DAS for Grants Programs  
451 7<sup>th</sup> St. SW, Washington, D.C., 20410 Diane.L.Lobasso@hud.gov (202) 402-2191

### HUD CPD Program Trainings

#### Subject Matter Expert / Trainer | 2010 - Current

Rudy has provided a number of live in-person trainings on behalf of HUD through multiple service providers such as Enterprise Advisors, Cloudburst Group, ICF and NALCAB. Rudy has provided in-class training and technical assistance for grantees in two of HUDs reporting systems: the Integrated Disbursement and Information Systems (IDIS), and the Disaster Recovery Grant Reporting System (DRGR). He has assisted HUD Headquarters as a beta tester for the updates to the DRGR system as well as being a drafter/reviewer on the Ask A Question (AAQ) pool. Rudy was also selected as a trainer for the Assessment of Fair Housing (AFH) Final Rule and has also trained Financial Management Systems (2 CFR Part 200 - Uniform Administrative Requirements), eCon Planning Suite (for the development of Consolidated Plans and Action Plans); and CPD Maps. Rudy has provided all of the aforementioned training in English and in Spanish for the Commonwealth of Puerto Rico. In 2020, Rudy presented the CDBG-CV National Objectives training.

Programs: CDBG | Federal Crosscutting | AFH | IDIS | eCon Planning Suite

Client: HUD Office for Grants Programs  
451 7<sup>th</sup> St. SW, Washington, D.C., 20410 Diane.L.Lobasso@hud.gov (202) 402-2191



**CLINT WHITE**

Senior Vice President

**AREAS OF EXPERTISE**

- Grants Management
- HUD CPD Programs
- Disaster Recovery Programs
- CARES Act

**YEARS OF EXPERIENCE**

20 Years

**CERTIFICATIONS/TRAINING**

- Certified HOME Program Regulations
- Lead Based-Paint Visual Assessment Certification

**EDUCATION**

B.S. Public Policy and Management  
University of Southern California

**WORK HISTORY**

- MDG Associates, Inc  
2006 - Present
- L.A. County Community Development Commission  
2002 - 2006



**MDG**  
Associates, Inc.

Over the past 20 years, Clint has assisted hundreds of states and cities in the design and implementation of housing and community development programs – primarily through HUD CPD Programs. Clint focuses on strategic community investment in affordable housing, development and coordinating the supportive services necessary to achieve local goals and to affirmatively further fair housing choice.

Areas of specialization include grants planning, grantee capacity building, compliance monitoring, HUD CPD technical assistance, and the implementation of housing programs including all phases of acquisition, rehabilitation and/or development, ownership or rental.

**PROJECT SPECIFIC EXPERIENCE**

**State of California Department of Housing and Community Development  
Division of Federal Financial Assistance – Disaster Recovery Multifamily  
Housing Program**

**Subject Matter Expert | November 2019 - Current**

Clint is the working group lead for implementation of the 2017, 2018, and 2020 disaster recovery multifamily housing programs. Building on the basic framework of the CDBG program regulations and Federal Register Notices, Clint developed program policies, procedures, and underwriting standards in early 2020 and has since guided the commitment of over \$285M to 26 California cities and counties to develop over 2,000 housing units to replace those lost to the wildfires. In this capacity, Clint led the preparation of standard operating procedures, supporting forms and documents, checklists, and tracking systems. Clint provides technical assistance and training to new staff assigned to the disaster recovery program and regularly provides training for subrecipients and developers.

Programs: CDBG-DR

Client: Stacy Rodgers, CDBG-DR Section Chief, HCD  
2020 West El Camino Avenue, Sacramento, CA 95833  
stacy.rodgers@hcd.ca.gov (916) 841-6268

**City of Irvine (plus various other cities), CDBG-CV and ESG-CV Programs/  
Rental, Mortgage, and Business Assistance Program Administration**

**Program Manager/Senior Vice President | April 2020 - Current**

Clint has provided program administration services to the City of Irvine and nine other cities to evaluate the impact of COVID-19 on housing and business markets and assisted these cities in designing and implementing CDBG-CV, ESG-CV, and U.S. Treasury Coronavirus State and Local Fiscal Recovery funded housing, vulnerable populations, and business assistance programs. In this capacity, Clint helped to program over \$50M in CDBG-CV and ESG-CV resources in the period between July 1 and December 31, 2020. Clint developed program guidelines, supporting forms and documents, and tracking and monitoring systems. Clint provided training locally and under subcontract for HUD TA to help grantees and subrecipients understand eligible activities, national objectives, COVID-19 tieback, and duplication of benefits. Clint is currently overseeing MDG staff implementing these programs in cities across Southern California.

Programs: CDBG Admin. | HOME Admin. | Housing Rehab Admin. | CDBG-CV

Client: Lisa Varon, Housing Manager, City of Irvine  
1 Civic Center Plaza, Irvine, CA 92606  
LVaron@cityofirvine.org (949) 724-6612



## CLINT WHITED

Senior Vice President • Grants Management

### PROJECT SPECIFIC EXPERIENCE

#### City of Palmdale (plus various other cities), HOME Program Administration and Implementation

##### Lead Consultant/Senior Vice President | June 2008 - Current

Clint provides HOME program administration and implementation services to the City of Palmdale and eight other participating jurisdictions. Clint's advisory services to Palmdale supported the development of eight multifamily apartment communities totaling 565 housing units for seniors, chronically homeless, and families. Clint has designed and implemented an acquisition, rehabilitation, resale program, tenant-based rental assistance programs, homeowner rehabilitation programs, homebuyer assistance programs, and provided technical assistance to build the capacity of a YouthBuild chapter to become a certified Community Housing Development Organization. In this role, Clint developed program guidelines, supporting forms and documents, and tracking and monitoring systems to ensure compliance with HOME regulations. Clint is currently advising the City in the development of its HOME-ARP Allocation Plan and early program design.

Programs: HOME | HOME-ARP | Successor Housing Agency

Client: Sophia Reyes, Housing Manager, City of Palmdale  
38250 Sierra Highway, Palmdale, CA 93550  
SReyes@cityofpalmdale.org (661) 267-5164

#### U.S. HUD Technical Assistance – Basically CDBG Training

##### Trainer | March 2017 – Current

Clint was a co-trainer under contract to Enterprise Advisors for HUD's live in-person Basically CDBG Trainings in New Orleans, Milwaukee, and Seattle (2017). Clint also worked with Enterprise and HUD Headquarters staff to produce the Basically CDBG Online e-learning curriculum that is currently posted to the HUDEXchange.info website (2019-2020). Specifically, Clint wrote the content for the topical capacity building modules that followed the live video recordings and reviewed all content for consistency with current HUD policy and guidance. In 2020, Clint prepared CDBG-CV slide deck materials for HUD Headquarters to present during the initial round of CDBG-CV webinars. More recently, Clint presented the Basically CDBG-CV Public Services, National Objectives, and Other Federal Requirements virtual sessions during the 2022 HUD CARES Act Virtual Training Conference.

Programs: CDBG | CDBG-CV

Client: Diane Lobasso, Senior Advisor, HUD Office of DAS for Grants Programs  
451 7<sup>th</sup> St. SW, Washington, D.C., 20410  
Diane.L.Lobasso@hud.gov (202) 402-2191





## CLINT WHITED

Senior Vice President • Grants Management

### PROJECT SPECIFIC EXPERIENCE

#### Assessment of Fair Housing, Cities of Paramount and Temecula

##### Lead Consultant/Senior Vice President | January 2016 – June 2017

Clint prepared Assessment of Fair Housing documents for the Cities of Paramount and Temecula, California using HUD's new planning framework designed to ensure that HUD grant recipients take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. This work included an analysis of fair housing data, an assessment of fair housing issues and contributing factors, and an identification of fair housing priorities and goals. Clint facilitated robust citizen and stakeholder engagement through community meetings, focus groups, surveys, individual consultations with protected class representatives and advocacy groups. The resultant AFH documents were accepted by HUD and incorporated into each City's 5-year Consolidated Plan and other local plans. Concurrent with this work, Clint also supported HUD Technical Assistance efforts through a subcontract with the National Association for Latino Community Asset Builders whereby Clint provided training and technical assistance to several other cities and counties similarly engaged in the development of AFH documents for the first time.

Programs: CDBG | HOME | Fair Housing and Equal Opportunity

Client: Luke Watson, Deputy City Manager, City of Temecula  
41000 Main Street, Temecula, CA 92590  
Luke.Watson@temeculaca.gov (951) 694-6400



## FRANK PEREZ

Manager

### AREAS OF EXPERTISE

Grants Management  
HUD CPD Programs  
CARES Act  
Contract and Labor  
Compliance

### YEARS OF EXPERIENCE

13 Years

### CERTIFICATIONS/TRAINING

Labor Economics and  
Business Finance  
Business Accounting  
Economic Development

### EDUCATION

B.S. Business Economics and  
Administrative Studies  
University of California  
Riverside

### WORK HISTORY

MDG Associates, Inc  
2011 - Present

Accurate Background  
2010 - 2011

Target Corporation  
2007 - 2010



**MDG**  
Associates, Inc.

Over the past 13 years, Frank has assisted eight cities with planning, administering, and monitoring housing and community development programs – primarily through HUD CPD grant programs. Frank focuses on developing and implementing strategies to assist low- and moderate-income people through public services, community infrastructure improvements, and affirmatively furthering fair housing choice.

Areas of specialization include Consolidated Plan and Action Plan development and implementation, Integrated Disbursement and Information System (IDIS) functionality and management, labor standards enforcement, subrecipient management, monitoring, and capacity building, compliance with federal reporting requirements including the CAPER, and all other aspects of program administration, implementation and compliance. Frank is a Subject Matter Expert in contract and labor compliance, Davis-Bacon, Minority and Women Owned Business, and Section 3.

### PROJECT SPECIFIC EXPERIENCE

#### City of Temecula, CDBG and CDBG-CV Program Administration

##### Lead Consultant/Manager | November 2015 - Current

Frank provided program administration services to the City of Temecula and assisted with seven other cities to evaluate the impact of COVID-19 on housing availability and business retention and has assisted these cities to design, implement, and monitor CDBG-CV funded housing and business assistance programs. Frank helped to program over \$35M in CDBG-CV U.S. Treasury resources in the period between July 2020-June 2021. Frank developed program guidelines, supporting forms and documents, and tracking and monitoring systems to support rental assistance programs, business grant programs, and microenterprise assistance programs. Frank guided a team of consultants and staff through the implementation process for each program, including program marketing, intake, income determination, verification of no duplication of benefits, non-debarment, fiscal disbursement processing, programmatic verification, program reporting in IDIS, and closeout.

Programs: CDBG | CDBG-CV | U.S. Treasury SLRF

Client: Luke Watson, Deputy City Manager, City of Temecula  
41000 Main St, Temecula, CA  
Luke.Watson@temeculaca.gov (951) 694-6400



## FRANK PEREZ

Manager

### PROJECT SPECIFIC EXPERIENCE

#### City of Santa Ana, Subrecipient Monitoring

##### Team Lead/Senior Associate | January 2015 – June 2017

Frank led a team of MDG staff members tasked with monitoring 16-20 CDBG, ESG, and Workforce Innovation and Opportunity Act subrecipients each year. The scope of work includes risk assessment, contract and performance reviews, development and update of monitoring checklists, facilitation of monitoring procedures, entrance conference presentations, review of programmatic and financial documents, exit conference facilitation, preparation or review of monitoring reports, and follow-up on corrective actions to close out each monitoring review. This work also includes direct technical assistance on an as-needed basis to improve subrecipient capacity to implement CDBG, ESG, and WIOA activities in compliance with applicable program regulations and the subrecipient agreement. Frank ensures that the team's approach to each monitoring engagement is to impart knowledge and help subrecipients improve the effectiveness and compliance of their programs.

Programs: CDBG | ESG | Workforce Innovation Opportunity Act

Client: Judson Brown, Housing Manager, City of Santa Ana  
20 Civic Center Plaza, Santa Ana, CA 92701 | JBrown@santa-ana.org (714) 667-2241

#### City of Corona, CDBG and HOME Program Administration

##### Consultant/Manager | July 2021 – Current

Frank provides the city with day-to-day administration of the CDBG and HOME programs, including oversight of public service, public facilities and infrastructure improvements, affordable housing development, homeowner rehabilitation, and tenant-based rental assistance activities. This work includes development and implementation of the Notice of Funding Availability process, application eligibility reviews, facilitation of committee meetings, preparation of the Action Plan and associated approval documents, IDIS setup and management, performance and financial processing and monitoring, labor standards enforcement, subrecipient management, monitoring, capacity building, and preparation of the CAPER.

Programs: CDBG | HOME

Client: Cynthia Lara, Administrative Services Manager, City of Corona  
400 S. Vicentia Avenue, Corona, CA 92882 | Cynthia.Lara@CoronaCA.gov (951) 739-4963

#### City of Irvine, CDBG and ESG Program Administration

##### Team Lead / Manager | April 2018 – Current

Frank provides the city with day-to-day administration of the CDBG and ESG programs, including oversight of public facilities and infrastructure improvements, homeowner rehabilitation, homelessness prevention, and rapid re-housing activities. This includes development of the annual Notice of Funding Availability, review of 20-25 program applications for CDBG or ESG eligibility and consistency with the Consolidated Plan, staff support for three commission meetings and for commissioner reading and scoring, preparation of the Action Plan and associated approval documents, IDIS setup and management, performance and financial processing and monitoring, labor standards enforcement, subrecipient management, monitoring, capacity building, and preparation of the CAPER.

Programs: CDBG | ESG

Client: Keri Bullock, Housing Manager, City of Irvine  
1 Civic Center Plaza, Irvine, CA 92606 | KBullock@cityofirvine.org (949) 724-6430

## **EXHIBIT B**

### **Payment Rates and Schedule**

***Cost for services shall be as per Consultant's proposal attached hereto and incorporated herein as though set forth in full but in no event shall the total cost of services exceed \$410,000.00 for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement.***

**EXHIBIT "B"**

**MDG Associates, Inc.**

**SCHEDULE OF HOURLY BILLING RATES**

Rates effective as of July 1, 2024

<b>Title</b>	<b>PY 2024-2025</b>	<b>PY 2025-2026</b>	<b>PY 2026-2027</b>	<b>PY 2027-2028</b>	<b>PY 2028-2029</b>
President/Senior Vice President	\$131	\$134	\$138	\$141	\$145
Vice President	\$125	\$128	\$131	\$135	\$138
Director	\$120	\$123	\$126	\$130	\$134
Manager	\$115	\$118	\$121	\$124	\$127
Senior Associate	\$108	\$111	\$114	\$117	\$120
Associate	\$98	\$100	\$103	\$106	\$109
Senior Project Assistant	\$80	\$82	\$84	\$86	\$89
Project Assistant	\$75	\$77	\$79	\$81	\$83
Secretary	\$53	\$54	\$56	\$58	\$60

**REIMBURSABLE ITEMS**

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Project Supplies	At Cost plus 10% surcharge (if applicable)
Prints/Reproductions	At Cost plus 10% surcharge (if applicable)
Postage and Delivery	At Cost plus 10% surcharge (if applicable)