



TOWN OF APPLE VALLEY

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council Date: August 8, 2017

From: Orlando Acevedo, Assistant Director
Economic Development and Housing Item No: 8

Subject: PROFESSIONAL SERVICES AGREEMENT FOR HOUSING
CONSULTANT

Town Manager Approval: _____ Budgeted Item: Yes No N/A

RECOMMENDED ACTION:

That the Town Council approve a Professional Services Agreement for a consultant to provide administrative support in the Housing Division.

SUMMARY:

Town staff continues to monitor the federal budget conversations regarding U.S. Department of Housing and Urban Development (HUD) funding and programs, particularly stemming from the Administration's proposed cuts to non-defense appropriations.

Accordingly, staff desires to take a proactive step toward creating a more flexible staffing compliment. As such, staff is proposing to retain a professional housing consultant with high level proficiency to provide flexible part-time service hours for Town-administered Community Development Block Grant (CDBG) and HOME Investment Partnerships programs and projects. A consulting firm will help backfill a vacant position that has not been filled for several months and will provide day-to-day case management in the Residential Rehabilitation Loan Program and on larger-scale annual HUD reports, as necessary. A comprehensive summary is provided in the attached Scope of Services.

BACKGROUND:

The Town routinely contracts with service providers to compliment Town staffing and to provide a concentrated level of professional expertise on certain areas. For example, the Town contracts for engineering, building and safety, legal, and certain housing activities already, including RRLP construction inspections and some annual HUD reports.

ATTACHMENTS:

1. Professional Services Agreement
2. Proposal including Scope of Services and Costs

TOWN OF APPLE VALLEY
PROFESSIONAL SERVICES AGREEMENT

MDG ASSOCIATES, INC.

This Agreement is made and entered into this 8th day of August, 2017, by and between the Town of Apple Valley, a municipal corporation organized under the laws of the State of California with its principal place of business at 14955 Dale Evans Parkway, Apple Valley, California 92307 (“Town”) and MDG Associates, Inc. a corporation, with its principal place of business at 10722 Arrow Route, Suite 822, Rancho Cucamonga, CA 91730 (“Consultant”). Town and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Town on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing administrative services for HUD-funded programs and services to cities and agencies, is licensed in the State of California, and is familiar with the plans of Town.

2.2 Project.

Town desires to engage Consultant to render such services for the administration of federally-funded HUD programs, including CDBG and HOME grant projects (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, Exhibit “A” attached hereto and

incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from August 8, 2017 to June 30, 2018, or until terminated in accordance with Section 3.4 herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Town retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Town and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Scope of Services set forth in Exhibit "A" and Scope of Fees set forth in Exhibit "B", attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Town shall respond to Consultant's submittals in a timely manner. Upon request of Town, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Town.

3.2.4 Substitution of Key Personnel. Consultant has represented to Town that certain key personnel will perform and coordinate the Services under this Agreement.

Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Town. In the event that Town and Consultant cannot agree as to the substitution of key personnel, Town shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Town, or who are determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Town. The key personnel for performance of this Agreement are as follows: Rudy E. Munoz, President, MDG Associates Inc. and Orlando Acevedo, Assistant Director, Economic Development and Housing, Town of Apple Valley.

3.2.5 Town's Representative. The Town hereby designates the Assistant Director, Economic Development and Housing, or his or her designee, to act as its representative for the performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the Town's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Rudy E. Munoz, or designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with Town staff in the performance of Services and shall be available to Town's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Town Business License, and that such licenses and approvals shall be maintained throughout the term of this

Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Town, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Town, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Town, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Consultant shall not

allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Town to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the Town to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the Town, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Town, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Town, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Town, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Town, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Town, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Town, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Town, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Town, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Town. Consultant shall guarantee that, at the option of the Town, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Town.

3.2.10.8 Verification of Coverage. Consultant shall furnish Town with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Town if requested. All certificates and endorsements must be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the Town, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Town during normal business hours to examine, audit, and make transcripts or copies of

such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed 1,404 hours (approximately 27 hours per week on average), without written approval of Town Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to Town a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Town shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall only be reimbursed for expenses as set forth in Exhibit "A"; no other expenses shall be reimbursed unless authorized in writing by Town.

3.3.4 Extra Work. At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Town's Representative.

3.3.5 Prevailing Wages. Not applicable.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. Town may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately

rendered to Town, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, Town may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

Ownership of Materials and Confidentiality.

3.5.1 Documents & Data. All Documents & Data shall be and remain the property of Town, and shall not be used in whole or in substantial part by Consultant on other projects without the Town's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to Town reproducible copies of all Documents & Data, in a form and amount required by Town. Town reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by Town at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to Town upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to Town any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to Town upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify Town and provide Town with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by professionals other than Consultant or its subconsultants, or those provided to Consultant by the Town.

3.5.3 Right to Use. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the Town upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Town of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of Town, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town's name or insignia, photographs of the Project, or any publication pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Town.

3.5.6 Copyright Materials. Consultant will be providing proprietary documents, materials, written programs, forms, policies and procedures (collectively the "Materials") for use by Town pursuant to this Agreement. The ownership of all of the Materials shall remain exclusively with Consultant. During the term of this Agreement, Town shall have the right to use the Materials. Nothing herein shall grant Town any right, title, or interest in Consultant's protected Materials, other than as provided herein. At no time during or after the term of this Agreement shall Town challenge or assist others to challenge Consultant's protected Materials or the registration thereof or attempt to register any materials that would infringe upon those of Consultant. If requested to do so, Town agrees to legibly and durably affix to all Materials, notices in compliance with applicable copyright and trademark laws, including but not limited to the use of the symbol "©" or similar symbols. Town shall immediately notify Consultant in writing of any actual

or potential infringement of the Materials of which Town becomes aware. Town agrees to take any reasonable action requested by Consultant to preserve and protect the copyright protection of the Material. Any new use, modification, or enhancement of the Materials or any variation thereof, shall belong exclusively to Consultant and Town does hereby assign, sell, and transfer to Consultant any rights in the same.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

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

Town:

Town of Apple Valley
Orlando Acevedo
Assistant Director, Economic Development and Housing
14955 Dale Evans Parkway
Apple Valley, California 92307

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of Town's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against Town or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Town for the cost of any settlement paid by Town or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Consultant shall reimburse Town and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 Town's Right to Employ Other Consultants. Town reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to Town include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage,

brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the Town's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either Party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE
TO
TOWN OF APPLE VALLEY
PROFESSIONAL SERVICES AGREEMENT**

TOWN OF APPLE VALLEY

MDG ASSOCIATES, INC.

By: _____
Lori Lamson
Interim Town Manager

By: _____
Rudy E. Munoz
President

ATTEST:

Ms. La Vonda M. Pearson
Town Clerk

APPROVED AS TO CONTENT:

Lori Lamson
Interim Town Manager

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

John Brown
Town Attorney

EXHIBIT "A"

SCOPE OF SERVICES

PROPOSAL TO PROVIDE

**ADMINISTRATIVE SUPPORT SERVICES FOR HUD-FUNDED PROGRAMS
DATED JUNE 16, 2017**



TOWN OF APPLE VALLEY

PROPOSAL

ADMINISTRATIVE SUPPORT SERVICES FOR
HUD-FUNDED PROGRAMS

JUNE 2017

CORPORATE HEADQUARTERS
10722 ARROW ROUTE, SUITE 822
RANCHO CUCAMONGA, CA 91730
TELEPHONE: 909/ 476-9696
FAX NO.: 909/ 476-6086



June 16, 2017

Mr. Orlando Acevedo
Assistant Director
Economic Development and Housing
Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, CA 92307

Subject: Proposal for Administrative Support Services for HUD-Funded Programs

Dear Mr. Acevedo:

MDG Associates, Inc. (MDG) is pleased to submit its qualifications to provide and/or assist in the administration and implementation of the City's Community Development Grant (CDBG) and HOME Investment Partnerships (HOME) programs. MDG, along with its affiliate LDM Associates, Inc. (LDM), have been providing high-quality services to municipal agencies, the U.S. Department of Housing and Urban Development (HUD) and private clients for over 26 years. MDG's emphasis and capabilities are in the grants management of HUD funded Community Planning and Development (CPD) Programs such as Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Solutions Grant (ESG) in addition to one-time entitlement grants such as the Neighborhood Stabilization Programs (NSP 1, 2 & 3) and the Homelessness Prevention and Rapid Rehousing Program (HPRP). The firm provides administration and/or implementation services for programs such as housing rehabilitation, commercial rehabilitation, first time homebuyer and labor compliance (both State and Federal). MDG is a registered California corporation and is a certified Minority Business Enterprise (MBE).

Our consulting team is comprised of highly qualified professional staff with expertise in all aspects of CDBG and HOME Program administration and implementation. Provided herewith, is the information requested in your Request for Proposals (RFP).

You may contact me at the following address, telephone number or e-mail:

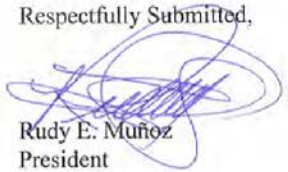
MDG Associates, Inc.
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(909) 476-9696
rmunoz@mdg-ldm.com

10722 Arrow Route * Suite 822 * Rancho Cucamonga * California 91730

(909) 476-9696 * Fax (909) 476-6086

If you have any questions regarding this matter, please do not hesitate to call me at your convenience.

Respectfully Submitted,



Rudy E. Muñoz
President

Enclosure: Proposal

TOWN OF APPLE VALLEY
PROPOSAL
ADMINISTRATIVE SUPPORTIVE SERVICES FOR
HUD-FUNDED PROGRAMS

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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 a Small Disadvantaged Business (SDB/DBE). 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; and Labor Compliance Monitoring.

MDG Associates, Inc. is comprised of individuals with a wide variety of expertise including the services specifically requested by Town of Apple Valley. Currently, MDG has twenty-five (25) staff members. Thirteen (13) of the 25 staff members are knowledgeable and experienced in the administration of CDBG, HOME, and ESG in addition to projects funded under these Programs.

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 Recovery (CDBG-R), CalHome, and Neighborhood Stabilization Programs (NSP). In addition, MDG implements activities funded under the aforementioned programs such as Residential Rehabilitation, Commercial Rehabilitation, First-Time Homebuyer Programs and Davis-Bacon Act (Labor Compliance) Monitoring and Enforcement.

MDG staff maintains an excellent relationship with the local U.S. Department of Housing and Urban Development (HUD) field office as well as at the headquarters level (Washington D.C.). MDG staff currently provides national training on behalf of HUD in the areas of CDBG, eCon Planning Suite, CPD Maps, Disaster Recovery Grant Reporting System and the Affirmatively Furthering Fair Housing (AFFH) programs. MDG staff provides technical assistance (TA) to grantees and participating jurisdictions (PJs) throughout the country on behalf of HUD Headquarters. The technical assistance is provided to states, counties, cities and other HUD funded grantees in conjunction with the CDBG, HOME, and NSP programs. In addition, MDG staff provides assistance to grantees through the HUD Resource Exchange Ask a Question (AAQ) program in the areas of CDBG, HOME, Environmental Review, Integrated Disbursement and Information System (IDIS), and Disaster Recovery Grant Reporting (DRGR).

Grants Management:

MDG and LDM are currently under contract with 18 cities and one (1) County to administer or assist in the administration of CDBG, HOME and/or ESG Programs totaling approximately \$28.5 million dollars. These grantees include: Azusa, Claremont, Compton, Corona, Duarte, Fontana, Hawthorne, Hesperia, Irvine, Lawndale, Newport Beach, Paramount, Palmdale, Rialto, Rancho Palos Verdes, County of Santa Barbara, Temecula, Upland, and Walnut. Twelve (12) of these cities are HUD entitlement cities and six (6) are participating cities under the Los Angeles County Community Development Commission. In addition, we are under contract to be on call to assist seven (7) grantees on specific tasks such as IDIS assistance; federal labor standards (Davis-Bacon) compliance; programmatic and financial monitoring of CDBG, HOME and ESG grants; preparation of Consolidated Plan/Action Plan, and the preparation of Consolidated Annual Performance and

Evaluation Report (CAPER). These grantees include: including Baldwin Park, Cathedral City, La Habra, Riverside, Santa Ana, Seattle, Simi Valley and the County of Santa Barbara

Our staff is fully trained in the use of all required Federal, State and local online reporting databases, including but not limited to the Integrated Disbursement and Information System (IDIS), Disaster Recovery Grant Reporting System (DRGR), Homeless Management Information System (HMIS), Recovery Act Management and Performance System (RAMPS), Performance and Accountability for Grants in Energy System (PAGE), HEROS (HUD Environmental Review Online System) and FederalReporting.gov.

Labor Compliance (Davis-Bacon Act)/Section 3:

We are currently under contract to provide Labor Compliance services to the cities of Azusa, Compton, Corona, Duarte, Fontana, Irvine, Lawndale, Newport Beach, Paramount, Redlands, Rialto, Torrance, Walnut and Upland. 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; compile and submit labor standards and related reports to CDC; schedule labor compliance file reviews prior to release of retention funds; and address and resolve any underpayment or deficiency issues.

SECTION II. ASSIGNED PERSONNEL

CONSULTANT TEAM

The members of our consulting group proposed to provide direct HUD-Funded Programs Administration support services include Rudy E. Muñoz, President; Clint Whited, Vice President of Grants Management; Daniel Perez, Senior Associate; and Frank Perez, Associate. Additional staff may be assigned on an as needed basis. Mr. Muñoz is the authorized signatory for contracts on behalf of MDG Associates and oversees the assigned consulting team for all contracts. Mr. Daniel Perez will be the City's direct contact and will manage the day-to-day aspects of the delivery of consulting services to the City. Mr. Perez will be assisted by Mr. Clint Whited in the administration of the HOME Program and Mr. Frank Perez in the area of Davis-Bacon Compliance. Additional staff will assist Mr. Daniel Perez on as needed basis.

Rudy Muñoz, President - Mr. Rudy Muñoz is the founder of MDG Associates, Inc. which has been providing community development consulting services to municipal agencies since 1991. With more than 32 years of overall experience in the community development field, including grants management of federal, county, and local grants including those offered by the U.S. Department of Housing and Urban Development, Mr. Munoz assists municipalities with all aspects of Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME), Neighborhood Stabilization Program (NSP) and Emergency Solutions Grant (ESG) management.

Mr. Munoz focuses on strategic community investment, development of implementation tools to facilitate the management of programs, developing tools and conducting training for HUD individual and multiple grantees and in the development of Policies and Procedures for programs (HOME, CDBG, NSP) and activities funded under these programs (Housing Rehabilitation, Commercial Rehabilitation and Homebuyer Programs). His work in these areas includes over 50 Consolidated Plans, over 250 Action Plans and CAPER's, and 20 Analysis of Impediments to Fair Housing Choice. Mr. Muñoz has been providing CDBG, DRGR, AFFH, and eCon Planning Suite training on behalf of HUD. Mr. Muñoz is a Certified HOME Specialist (Regulations) and is a national technical assistance provider through HUD's OneCPD initiative.

Clint Whited, Vice-President - Clint Whited joined MDG Associates, Inc. in 2006 and currently serves as Vice-President of Grants Management. With more than 15 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.

Mr. Whited 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 12 Consolidated Plans, eight (8) Analysis of Impediments to Fair Housing Choice, two (2) Assessments of Fair Housing (AFH) and numerous program policy and procedure documents to facilitate the implementation of the housing and community development projects resulting from these plans. He is currently responsible for the management and implementation of CPD programs for four (4) cities in Southern

California. Mr. Whited is a Certified HOME Specialist (Regulations) and is a national technical assistance provider through HUD's OneCPD technical assistance initiative.

Daniel Perez, Senior Associate - Mr. Daniel Perez joined MDG Associates, Inc. in 2010 and currently serves as a Senior Associate on the Housing and Community Development team. With more than Six (6) 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 (CPD), Mr. Perez assists municipalities with all aspects of Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Solutions Grant (ESG) program administration and implementation.

Mr. Daniel Perez focuses on the day-to-day implementation of 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.

Frank Perez, Associate - Mr. Frank Perez joined MDG Associates, Inc. in 2011 and currently serves as an associate on the Housing and Community Development team. With more than five (5) 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 (CPD), Mr. Perez assists municipalities with all aspects of Community Development Block Grant (CDBG) administration and implementation.

Mr. Frank Perez focuses on the day-to-day oversight of the Davis-Bacon compliance for capital improvement projects. In addition, he assists in the implementation of CDBG programs focusing on subrecipient oversight and monitoring. His duties include subrecipient monitoring and capacity building, contract and financial management, Integrated Disbursement and Information System (IDIS) data entry and report generation, compliance with federal reporting requirements including the Consolidated Annual Performance and Evaluation Report (CAPER), and other aspects of program administration, implementation and compliance.

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

SECTION III. OVERVIEW, APPROACH AND SCOPE OF WORK

OVERVIEW AND APPROACH

MDG implements a team approach for the administration of HUD entitlement grant programs. This approach allows us to control costs to the Client 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/Client varies depending on the City's/Clients' needs. MDG performs a large number of the tasks on-site whenever possible with tasks not requiring our presence at City Halls/Client's office being performed from our office.

MDG proposes to meet with Town of Apple Valley staff on a regular basis to provide staff with a status on all projects and to discuss issues relevant to the programs or projects. We propose to provide services on-site (weekly) and at our corporate headquarters as required by Town of Apple Valley. We anticipate serving as an extension of Town of Apple Valley staff and will provide scheduling that meets the needs of Town of Apple Valley. We will make ourselves available during non-scheduled hours should the need arise by providing staff with our cell phone numbers.

MDG will provide Town of Apple Valley regular reports that provide the status of each project, the accomplishments made during the prior month and year-to-date.

As a result of the successful systems that we have developed in the administration of CPD Programs, MDG was selected by HUD Headquarters as part of a national workgroup to develop and establish program systems and crosswalks that were to be used by grantees to assist in the administration of their CPD Programs.

Note: We utilize proprietary (Copyright protected) documents that will be made available for use by the Town of Apple Valley if we are selected for this contract. Samples of such documents will be made available for review during any interview and/or if a contract is awarded.

SCOPE OF SERVICES

MDG proposes to provide staffing and other resources required to provide administrative support services for HUD-Funded programs in the administration and implementation of the Town of Apple Valley's CDBG and HOME programs and projects. Those duties include, but not limited to:

General Services

- Proved technical assistance for the administration and implementation of the Town's CDBG and HOME programs, including the Residential Rehabilitation Loan Program and Down- Payment Assistance Program, processing of applications, eligibility determination, bid processing (coordination, bid acceptance, license and insurance verification); prepare grant documents and process grant closing, completion of HUD required environmental reviews and assessments, handle program inquiries/questions from residents, contractors and the public; manage the rehabilitation work, property inspection and work specifications and write-up and itemized cost

estimates; construction management, (inspections, progress payments, lien releases); monitor lead-based paint and asbestos risk assessment inspections and clearances; fund disbursements, manage multiple technical contracts relating to program delivery; ensure contract compliance and expeditious expenditure of funds by contractors.

- Prepare and coordinate project descriptions, budgets, agreements, amendments, reimbursements, and performance monitoring with nonprofit sub-recipients.
- Coordinate with Town staff to gather all necessary documentation for monitoring and audit preparation; coordinate program activities with other federal, state or local agencies.
- Prepare and complete HUD reports and documents, including CAPER and Annual Action Plan in conformance with Town's Community Participation Plan and HUD requirements.
- Provide financial management assistance, accounting for disbursements, provide quarterly reports of accomplishments, recordkeeping and maintenance of files, related services as needed.
- Ensure compliance with all applicable federal, state, and local laws, rules, regulations, and policies; provide Davis-Bacon (prevailing wages) and monitoring for construction projects; develop procedures for implementation, administration, and evaluation of plans and programs; and measures and reports progress; assist internal staff or external contractors who conduct on-site, in-depth reviews of contracts for compliance with federal and state regulations and requirements; verifies the submittal of a charge to program costs under all applicable conditions of the grant award; prepare reviews, and/or responds to monitoring reports by either internal staff or external contractors which address non-compliance of findings, required corrective actions and recommendations for all contracts reviewed; prepare reports including monthly summaries and provides an analysis of questions on costs reports; coordinate the development and implementation of the program; design of programs, performance measures, preparation of periodic reports and utilization of HUD's electronic system.

In addition, we have included, as part of this RFP under Exhibit "B", a sample of successful work product utilized by MDG in the administration of the CDBG Programs.

SECTION IV. PROPOSED COST

BUDGET 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, 2017.

CONFLICT OF INTEREST

MDG Associates, Inc. is not aware of any possible conflict of interest that might limit the projects on which our firm could work.

SECTION V. REFERENCES

As requested in the RFP document, the following list represents some of our current client list for whom we provide similar services.

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.

Date of Contract: 2010 to Present

Phone Number: (951) 739-4963; email address: Cynthia.Lara@ci.corona.ca.us

City of Fontana – David Edgar, Deputy City 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) 350-6739; email address: dedgar@fontana.org

City of Hawthorne – Mari Guerrero, CDBG/HOME Coordinator

Services Provided: CDBG/HOME Program Administration and Technical Assistance; CDBG and HOME funded Housing Rehabilitation Program Implementation; RDA funded Commercial Rehabilitation Program Implementation; 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) 349-2976; email address: mguerrero@cityofhawthorne.org

City of Hesperia – Rod Yahnke, Economic Development Manager

Services Provided: CDBG Program Administration and Technical Assistance; CDBG funded Housing Rehabilitation Program Implementation; Davis-Bacon and Section 3 Compliance; Consolidated Plan/Action Plan/CAPER preparation. Analysis of Impediments to Fair Housing (AI) preparation. NSP Program Technical Assistance.

Date of Contract: 2003 to 2008 and 2013 to Present

Phone Number: (760) 970-1907; email address: ryahnke@cityofhesperia.us

City of Irvine - Steve Holtz, Housing and Real Estate Administrator

Services Provided: CDBG/HOME/CDBG-R/HPRP Program Administration and Technical Assistance; Redevelopment Consultation; CDBG and HOME funded Housing Rehabilitation Program Implementation; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation; Davis-Bacon and Section 3 Compliance.

Date of Contract: 2001 to Present

Phone Number: (949) 724-6612; email address: sholtz@ci.irvine.ca.us

City of Newport Beach - James Campbell, Principal Planner

Services Provided: CDBG Program Technical Assistance; Davis-Bacon and Section 3 Compliance; Analysis of Impediments; Consolidated Plan/Action Plan/CAPER preparation; affordable housing monitoring.

Date of Contract: 2000 to Present

Phone Number: (949) 644-3210; email address: jcampbell@newportbeachca.gov

City of Palmdale - Mike Miller, Director of Neighborhood Services

Services Provided: CDBG/HOME/CDBG-R/NSP Program Administration and Technical Assistance; Redevelopment Consultation; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation; 5 Year Implementation Plan (Redevelopment); Davis-Bacon and Section 3 Compliance; affordable housing monitoring.

Date of Contract: 2000 to Present

Phone Number: (661) 267-5126; email address: MikeM@cityofpalmdale.org

City of Paramount – Karina Lam Liu, Finance Director

Services Provided: CDBG/CDBG-R/NSP/HOME Program Administration; Redevelopment Consultation; CDBG and HOME funded Housing Rehabilitation and Commercial Rehabilitation Program Implementation; Homebuyer Assistance Program; Analysis of Impediments to Fair Housing (AI); Consolidated Plan/Action Plan/CAPER preparation; 5 Year Implementation Plan (Redevelopment); Davis-Bacon Compliance; and affordable housing monitoring.

Dates of Contract: 2003 to Present

Phone Number: (562) 220-2210; email address: Klam@ParamountCity.com

City of Rialto – Mike Story, City Administrator

150 S. Palm Avenue, Rialto, CA 92376

Services Provided: CDBG Program Administration; CDBG-R Program Administration; NSP1 and NSP3 Program Administration; Homelessness Prevention and Rapid Rehousing (HPRP) Program Administration; Commercial Rehabilitation Program Implementation; Project/Construction Management; Davis-Bacon; Consolidated Plan/Action Plan/Analysis of Impediments/CAPER preparation.

Date of Contract: 2000 to Present

Contact Person: Phone Number (909) 820-2689; e-mail address: Administration@rialtoca.gov

City of Upland – Jeff Zwack, Director of Development Services

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: jzwack@ci.upland.ca.us

SECTION VI. FIRM'S METHODOLOGY/PHILOSOPHY

METHODOLOGY

MDG implements a team approach for the administration of the HUD entitlement grant programs. This approach allows us to control costs to Town of Apple Valley 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/Client varies depending on the City's needs. MDG performs a majority of the tasks on-site whenever possible with tasks not requiring our presence at City Halls/Clients' offices being performed from our office.

MDG has established systems for the administration of CDBG and HOME Programs. 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 OneCPD Technical Assistance Program to establish systems that will assist grantees in their administration of CPD Programs.

CUSTOMER SERVICE PHILOSOPHY

Our philosophy is that it is our responsibility to provide training and technical assistance to subrecipients receiving CDBG and HOME funds from the City/Grantee to achieve their goal to implement successful programs that benefit the low- and moderate-income residents of the City. In addition, to update policies and procedures manual whenever is needed to achieve the best outcome of the programs and in compliance with Federal, State and Local regulations.

EXHIBITS



EXHIBIT "A"

MDG Associates, Inc.

SCHEDULE OF HOURLY BILLING RATES

Rates effective as of July 1, 2017

<u>STAFF PERSON:</u>	<u>HOURLY RATE:</u>
President	\$110.00/Hr
Vice President	\$100.00/Hr
Manager	\$ 90.00/Hr
Senior Associate	\$ 85.00/Hr
Associate	\$ 80.00/Hr
Senior Project Assistant	\$ 65.00/Hr
Project Assistant	\$ 60.00/Hr
Secretary	\$ 45.00/Hr

Note: If MDG staff is requested by the City to attend a meeting not considered a part of this proposal or on a day in which a consultant is not scheduled to be on site, the City shall be billed for the time it takes to drive to and from the City and its corporate office.

REIMBURSABLE ITEMS:

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

EXHIBIT “B”

Samples of Successful Work Product

A couple of samples of successful work product are in the following pages.

Community Development Block Grant Program - Quarterly Performance Report

Project Title:	<input type="text"/>	Date Submitted:	<input type="text"/>
Organization Name:	<input type="text"/>	Quarter Number:	<input type="text"/>
Reporting Contact Name:	<input type="text"/>	Projected Goals:	<input type="text"/>
Reporting Contact Phone:	<input type="text"/>		
Reporting Contact E-Mail:	<input type="text"/>		

Instructions: For the most recently completed quarter, please fill in the yellow-shaded cells with your quarterly data compiled from client intakes. In Sections 1-3, report statistical information for City residents only. These statistics will be confirmed by reviewing your client records during the City's next on-site monitoring visit to your agency. In Section 1, the "Total: Persons Unduplicated" line should be repeated once on either A, B, or C. In Section 4, report City unduplicated residents in line 1, then in line 2, report all unduplicated people served who reside outside of the City. Prior to the submittal of this QPR, please double-check the red-shaded cells to ensure that the total unduplicated clients match in Sections 1-4.

Section 1: Performance Indicators for the City CDBG Program

Goals	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun	TOTAL
Total: Client Contacts					0
Total: Persons Unduplicated	0	0	0	0	0
Female Head of Household Unduplicated	0	0	0	0	0

Section 2: Race and Ethnicity of unduplicated beneficiaries

Category	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun	TOTAL
11. White	Non-Hispanic	0	0	0	0
	Hispanic	0	0	0	0
12. Black / African American	Non-Hispanic	0	0	0	0
	Hispanic	0	0	0	0
13. Asian	Non-Hispanic	0	0	0	0
	Hispanic	0	0	0	0
14. American Indian / Alaskan Native	Non-Hispanic	0	0	0	0
	Hispanic	0	0	0	0
15. Native Hawaiian / Other Pacific Islander	Non-Hispanic	0	0	0	0
	Hispanic	0	0	0	0
16. American Indian / Alaskan Native & White	Non-Hispanic	0	0	0	0
	Hispanic	0	0	0	0
17. Asian & White	Non-Hispanic	0	0	0	0
	Hispanic	0	0	0	0
18. Black / African American & White	Non-Hispanic	0	0	0	0
	Hispanic	0	0	0	0
19. American Indian / Alaskan Native & Black/African American	Non-Hispanic	0	0	0	0
	Hispanic	0	0	0	0
20. Other Multi-Racial	Non-Hispanic	0	0	0	0
	Hispanic	0	0	0	0
TOTAL:	0	0	0	0	0

Section 3: Income of unduplicated beneficiaries

Income Information	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun	TOTAL
Extremely Low (0-30% AMI)	0	0	0	0	0
Low (31-50% AMI)	0	0	0	0	0
Moderate (51-80% AMI)	0	0	0	0	0
Non Low-Mod (> 80% MFI)	0	0	0	0	0
TOTAL:	0	0	0	0	0
Percent Low/Mod:					

Section 4: Income Determination Type

	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun	TOTAL
Documented	0	0	0	0	0
Self Certification	0	0	0	0	0
TOTAL:	0	0	0	0	0

Presumed Benefit Activities: If an LMC* activity is limited to assisting one or more of the presumptive benefit groups, report the number of persons benefiting under the following income categories unless you have information that supports reporting them under a different income category:

Group	Income Level
Abused children; Homeless persons	Extremely Low income
Battered spouses; Severely disabled adults; Illiterate adults; Persons with AIDS; Migrant farm	Low Income
Elderly	- If assistance is to provide center-based senior services, report as moderate income. - If assistance is for non-center-based services, report as low income.

Section 5: Residency of all unduplicated beneficiaries for your entire program

Residency Information	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun	TOTAL
1. Resident (should match "Total Persons Unduplicated" in Section 1).	0	0	0	0	0
2. Non-Resident (Lives outside of the City)	0	0	0	0	0
TOTAL:	0	0	0	0	0
Percent City Residents:					

Section 6: Narrative Questions

Describe your progress on meeting contracted goals and expending the CDBG funds awarded.	
Describe any additional accomplishments the program has achieved.	
What are the biggest challenges you currently face in administering the funded program?	
What technical assistance, if any, could the City offer to improve the funded program?	

CITY OF XXX
 CDBG PROGRAM QUARTER REPORTS AND INVOICES
 CDBG PROGRAM YEAR
 July 1, 2016 thru June 30, 2017 (Quarter 2 Report)

SUBRECIPIENTS		CDBG-INVOICES per QUARTER							BUDGET STATUS			QPR-PERFORMANCE STATUS			QUARTERLY PERFORMANCE COMMENTS	
		Project Title	1 Qtr	2 Qtr	3 Qtr	4 Qtr	Amount Paid	Billed	Remaining	% to Goal	Proposed Goals	Completed Goals	% to Goal			
\$ 192,760.00	Administration and Fair Housing															
	Sample															
\$ 25,000.00	Sample	207	6,245.70	6,336.53	3,945.40	3,945.40	16,527.43	8,472.37	66%	306	371	121%				QPR: On-line Invoices: On-time Refiling: High Additional Comments: N/A.
	SUBTOTAL		\$ 6,245.70	\$ 6,336.53	\$ 3,945.40	\$ 3,945.40	\$ 16,527.43	\$ 8,472.37								
	Public Service															
\$ 10,000.00	Sample	24	3,625.76	2,354.29			6,180.05	3,819.95	62%	70	59	84%				QPR: Late Invoices: Late Refiling: Med Additional Comments: QPR and Invoices Submitted Late, Missing November Invoice.
	SUBTOTAL		\$ 3,625.76	\$ 2,354.29	\$ -	\$ -	\$ 6,180.05	\$ 3,819.95								
\$ 10,000.00																

SUBRECEIPTS		BUDGET STATUS			QUARTERLY-PERFORMANCE STATUS	
Amount Allocated	Project Title	Billed To Date	Remaining	% to Goal	COMMENTS	
Capital Projects (Current Program Year 2016-2017)						
\$ 85,000.00	Sample	\$ 85,000.00	\$ -	100%	Project completed and accomplishment recorded on 15-16 CAPER.	
\$ 60,000.00	Sample	\$ 27,103.73	\$ 32,896.27	45%	Program has reported 11 accomplished households on a project 10. In speaking with the agency they anticipate an additional 2-4 units that can be completed prior to the close of the 16-17 Program Year. 'Billed to Date' amount is based off most recent drawings from the City.	
\$ 130,000.00	Sample	\$ 9,209.44	\$ 120,790.56	7%	Project Bid Document was reviewed and provided Public Works for minor editz/follow up. Public works plans to go out to bid within month of May 2017. Bid opening in June.	
\$ 106,839.00	Sample	\$ 1,186.80	\$ 105,652.20	1%	Submitted Bidz were evaluated and sent to the City for recommendation of contract award. Awaiting on Public Works to schedule Pre-Construction meeting.	
\$ 498,120.00	Sample	\$ 206,118.90	\$ 292,001.10	48%	Loan repayments only. Second payment to be made prior to close of 16-17 Program Year.	
Capital Projects (Prior Year Projects)						
\$ 172,254.00	Sample	\$ 156,072.63	\$ 16,181.37	91%	Construction complete. Project was combined with 15/16 Sidewalk, Curb, and Gutter ADA Ramps. Currently working with contractor to resolve pending findings: (regarding apprentice underpayments). Remaining balance of project is being held as retention until Labor Compliance clearance can be issued.	
\$ 107,108.00	Sample	\$ 107,108.00	\$ -	100%	Construction complete. Project was combined with 14/15 Maple Avenue Project. Currently working with contractor to resolve pending findings: (regarding apprentice underpayments). Remaining balance of project is being held as retention until Labor Compliance clearance can be issued.	
\$ 373,324.00	Sample	\$ 26,007.01	\$ 348,316.99	7%	Pre-Construction meeting held on April 4, 2017. All meeting contractor advised of lead time on materials for project to be received in mid June. Construction set to start in mid to late June 2017 when materials arrive.	
\$ 150,000.00	Sample	\$ 30,071.34	\$ 119,928.66	20%	Construction final inspections were set for beginning of May. Awaiting response from Wildan on any punch list items follow up. Currently reviewing contractor CRPs for LCR notice to go out.	

EXHIBIT "C"
STATEMENT
MDG Associates, Inc.

STATEMENT

MDG Associates, Inc. affirms willingness and ability to submit/provide proof of insurance coverage as requested by Town of Apple Valley in the event of a contract award to the firm.

MDG Associates, Inc.

By: 
Rudy E. Munoz

Date: 6/16/07

Title: President

RESUMES OF KEY PERSONNEL



Rudy E. Muñoz President

PROFESSIONAL EXPERIENCE:

MDG Associates, Inc. – Rancho Cucamonga, CA President: 1991 - Present

Founder and President of MDG Associates, Inc., a community development consulting firms specializing in administration and implementation services to a number of municipal agencies. Over 30 years of experience in the community development field that includes strategic development of implementation tools to facilitate the management of programs, classroom training, administration and implementation of programs and designing programs for state, county and local governments.

Specializes in the oversight of U.S. Housing and Urban Development (HUD) programs to government agencies as well as HUD technical services providers under the OneCPD and Community Compass Technical Assistance program. The services to government agencies include providing day-to-day administration services for the Community Development Block Grant (CDBG), Home Investment Partnerships Act (HOME), Neighborhood Stabilization Program (NSP), and Homelessness Prevention and Rapid Rehousing Programs (HPRP). Responsible for designing, developing, administering, and implementing housing rehabilitation, commercial rehabilitation, and First Time Homebuyer programs for a number of grantees in Southern California.

Services provided to HUD service providers includes HOME and CDBG Program technical assistance; training on the Disaster Recovery and Grant Reporting (DRGR) system, Basically CDBG, e-Con Planning Suite and CPD Maps. Part of HUDs Ask a Question (AAQ) team for the DRGR reporting system, HOME Program, and the IDIS Reporting system in addition to being a part of HUD's Policy and Procedure Work Group responsible for developing policy and procedures for CPD Programs.

Has provided training and technical assistance (TA) through HUD service providers to the Commonwealth of Puerto Rico in Spanish. This includes the translation of CPD training materials, checklists, and training slides in Spanish.

City of Huntington Park – Huntington Park, CA Ass. Director of Comm. Development/Redevelopment: 1987 – 1991

Assisted the Director of Community Development in the administration of the department. Directly responsible for the day-to-day administration and management of municipal staff on the CDBG and HOME programs, current and advanced planning functions and code enforcement activities. Acted as Secretary to the City's Planning Commission.

City of Bell – Bell, CA City Planner: 1986 – 1987

Under the direction of the Community Development Director, administered the City's current and advanced planning activities, assisted in the development of a new General Plan. Responsible for reviewing and processing Subdivision Review, Zoning Review, Environmental Review, and Design Review functions. Responsible for the administration of the CDBG Program funded through the Urban County Program.

■ MDG ASSOCIATES, INC. ■

City of Montclair – Montclair, CA

Associate Planner (started as Assist. Planner): 1985 – 1986

Assisted in the daily planning functions including, California Environmental Quality Act (CEQA) review, Design Review, Subdivisions, Annexations, Development proposals. Responsible for reviewing and processing Zone Changes, Variances, Conditional Use Permits, and other entitlements.

Booth-Good Architects: Walnut, CA

Project Assistant 1982-1985

Under the direction of the Project Architect, assisted in the design development, and preparation of construction drawings for a variety of building types including single family residential, multi-family residential and commercial developments.

EDUCATION:

Bachelor of Architecture (5-Year Degree)

California State Polytechnic University, Pomona

AFFILIATIONS/ REGISTRATIONS:

ICBO - International Conference of Building Officials

NAHRO- National Association of Housing and Redevelopment Officials

AIA - Prior Associate member of the American Institute of Architects

Licensed State General Contractor – California License No.681042

ICBO – Earthquake Retrofit of Wood Frame Homes Certification

Certified HOME Program Regulations, HUD (Technical Assistance Provider)

PROFESSIONAL EXPERIENCE:

MDG Associates, Inc. – Rancho Cucamonga, CA
Vice-President: 2006 - Present

Responsible for the preparation of Five-Year Consolidated Plans, Analysis of Impediments to Fair Housing Choice (AI), Annual Action Plans and Consolidated Annual Performance and Evaluation Reports in connection with U.S. Department of Housing and Urban Development (HUD) programs including but not limited to the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Neighborhood Stabilization Program (NSP) and Emergency Solutions Grant (ESG).

Serves as the lead consultant with assigned clients and is responsible to coordinate the work of assigned consultants to ensure work flow efficiency and quality. Provides technical assistance to clients including cities, counties, and housing developers to enhance client capacity to administer federal and state grant programs. Areas of specialization include compliance monitoring (prevailing wage/labor standards, affordable housing, grant programs, subrecipients), audit preparation, CDBG and HOME technical assistance, policy and procedure development and the implementation of housing programs including all phases of acquisition, rehabilitation and/or development, resale or rental.

As a HOME Program Certified Specialist, provides technical assistance to HUD grantees through the HUD OneCPD Technical Assistance program on all phases of program planning, grants management, program design, implementation, monitoring and reporting. Provides technical assistance to grantees as a reviewer for HUDs CDBG and HOME program Ask a Question (AAQ) teams.

L.A. County Community Development Commission, Monterey Park, CA
Contract Compliance Officer / Program Management: 2001-2006

Developed and implemented comprehensive online construction contract compliance guidelines. Provided training and technical assistance to subrecipient agencies on contract and labor compliance. Monitored and provided contract compliance oversight to 63 contracts worth approximately \$49.3 million. Developed and reviewed interagency agreements, RFPs and bid documents. Prepared comprehensive procurement guidelines for external agencies. Participated in Commission-wide strategic planning process for internal policy and procedure development.

EDUCATION:

Bachelor of Science – Public Policy and Management
University of Southern California, Los Angeles

AFFILIATIONS/ REGISTRATIONS:

Certified HOME Program Regulations, HUD (Technical Assistance Provider)

PROFESSIONAL EXPERIENCE:

MDG Associates, Inc. – Rancho Cucamonga, CA
Senior Associate: 2010 - Present

Provides Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) consulting services to U.S. Department of Housing and Urban Development (HUD) grantees. Assists clients in the design and implementation of NOFA processes, development of Annual Action Plans, preparation of environmental reviews, preparation of written agreements, review of performance reports, approval of payment requests, Integrated Disbursement and Information System (IDIS) data entry and management, and preparation of the Consolidated Annual Performance and Evaluation Report. Provides technical assistance to HUD grantees through the HUD OneCPD Technical Assistance program. Areas of specialization include subrecipient management, program monitoring and nonprofit capacity building.

Responsible for Davis-Bacon and Related Acts (DBRA) prevailing wage compliance and monitoring, including bid document preparation, HUD-11 Employee Field Interviews, review of certified payroll reports, identification and resolution of labor standards violations, MBE/WBE and Section 3 compliance and reporting. Assists in the monitoring of CDBG, HOME and ESG funded projects for compliance with HUD regulations. Conducts subrecipient programmatic and financial monitoring of CDBG funded projects to determine compliance with HUD regulations. Also responsible for reviewing applications for participation in rehabilitation programs to verify compliance with CDBG, HOME and ESG program requirements.

City of Los Alamitos, Volunteer

Plan, organize, and supervise recreational activities for day camps and playground programs, score keep youth and adult sports, supervise and coach youth sports teams, water, rake, and prepare softball fields, consult with supervisor on children's behaviors and other various concerns.

Relevant Student Course Work

Econometrics, Labor Economics and Human Resources, Managerial Accounting, Probability and Statistics Economics, Financial Investment, Business Decisions, Economic Development, and Money and Banking.

Computer Skills: Microsoft Office (Word, Excel, Outlook, and Power Point, Adobe), Java and E-Views Programming

EDUCATION:

Bachelor in Business Economics – Statistical Analysis and Forecasting

University of California, Irvine

AFFILIATIONS/ REGISTRATIONS:

Certified HCV Housing Quality Standards

PROFESSIONAL EXPERIENCE:

MDG Associates, Inc. – Rancho Cucamonga, CA

Associate: 2011 - Present

Provides Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) consulting services to U.S. Department of Housing and Urban Development (HUD) grantees. Assists clients in the design and implementation of NOFA processes, development of Annual Action Plans, preparation of environmental reviews, preparation of written agreements, review of performance reports, approval of payment requests, Integrated Disbursement and Information System (IDIS) data entry and management, and preparation of the Consolidated Annual Performance and Evaluation Report. Areas of specialization include subrecipient management, program monitoring and nonprofit capacity building.

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Accurate Background, Customer Service Manager

Managed customer service call center for pre-employment background check organization. Ensured all aspects of a client's background check met federal reporting guidelines, contained accurate information, and ensured all technical questions were address regarding a client's background check. Ensured all productivity accomplishments were recorded monthly, quarterly, and yearly. Specialized in the implementation of I-9 (E-Verify) program platform for the organizations customer service center, ensuring that all clients had a digital platform to enter and view requests, ask questions through a chat session, and provide technical assistance about their accounts. Account manager for customer service requests for the organizations largest client, Starbucks.

Target Corporation, Executive Team Leader

Plan, organize, and supervise sales-floor, logistics, and guest services teams in various store locations throughout Orange County. Implemented best practices, monitored team productivity, report generation and statistical review, performance management to ensure efficiency and productivity levels were meeting company standards.

Relevant Student Course Work

Econometrics, Labor Economics and Business Finance, Business Accounting, Financial Investment, Business Decisions, Economic Development, and Money and Banking.

Computer Skills: Microsoft Office (Word, Excel, Outlook, and Power Point, Adobe)

Bilingual: English/Spanish

EDUCATION:

Bachelor in Business Economics & Administrative Studies

University of California, Riverside

■ MDG ASSOCIATES, INC. ■