

## REPORT TO CITY COUNCIL

**DATE: JUNE 28, 2023**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: NATHAN HAMBURGER, CITY MANAGER**

**BY: JOHN TREICHLER, ADMINISTRATIVE ANALYST  
LOUIS CELAYA, DEPUTY CITY MANAGER**

**SUBJECT: APPROVAL OF AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES WITH MDG ASSOCIATES, INC. RELATED TO U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY PROJECT FUNDING GRANT FOR THE AGOURA HILLS / CALABASAS COMMUNITY CENTER REHABILITATION PROJECT**

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The purpose of this item is to seek City Council approval for the City to amend an agreement for consultant services with MDG Associates, Inc., to provide additional consulting services pertaining to the U.S. Department of Housing and Urban Development (HUD) Community Project Funding (CPF) Grant No. B-22-CP-CA-0141, Agoura Hills/Calabasas Community Center Rehabilitation Project.

Under the original contract dated July 1, 2022, the scope of services included managing loan payoffs, loan subordinations, as well as, ensuring the City is in compliance with all labor and wage requirements for CDBG construction projects. A not-to-exceed amount of \$60,000 was provided. The additional "Scope of Services" will pertain to the required steps needed to stay in compliance with the grant guidelines and the U.S. Department of Housing and Urban Development (HUD) Community Project Funding (CPF) Grant No. B-22-CP-CA-0141, and the not-to-exceed amount will increase to \$120,000 for Fiscal Years 2023-24 and 2024-25.

The changes included in the amendment, extension of the term of the agreement, additional scope of services to include assistance with the federal payroll requirements as provided in the Exhibit "A" and "B" on the attached agreement. There are sufficient funds already appropriated in the General Fund proposed for this Fiscal Years 2023-24 and 2024-25 budget to cover the costs for these additional services.

The proposed amendment has been reviewed by the City Attorney and approved as to form.

### RECOMMENDATION

Staff respectfully recommends the City Council approve the Amendment to Agreement for Consulting Services with MDG Associates, Inc., to provide additional services related

to the U.S. Department of Housing and Urban Development Community Project Funding Grant for the Agoura Hills / Calabasas Community Center Rehabilitation Project.

Attachment: MDG Associates, Inc. Amendment

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES  
WITH THE CITY OF AGOURA HILLS**

NAME OF CONSULTANT:	MDG Associates, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Rudy Munoz
CONSULTANT'S ADDRESS:	10722 Arrow Route, Suite # 822 Rancho Cucamonga, CA 91730
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	John Treichler
COMMENCEMENT DATE:	June 28, 2023
TERMINATION DATE:	June 30, 2025
CONSIDERATION:	Amendment Amount: \$60,000.00  Total Contract Price Not to Exceed: \$120,000.00

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
CITY OF AGOURA HILLS AND MDG ASSOCIATES, INC.**

**CONSULTANT SERVICES**

THIS **FIRST** AMENDMENT is made and entered into as of **June 28, 2023**, by and between the City of Agoura Hills, 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. This Amendment is made with the respect to the following facts and purposes:

a. On **July 1, 2022**, the City and Consultant entered into that certain Agreement entitled "Agreement for Consultant Services", in the amount of Sixty Thousand Dollars and Zero Cents (\$60,000.00).

2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than **June 30, 2025** unless sooner terminated pursuant to the provisions of this Agreement."

3. Section 4 of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

"The City agrees to pay Consultant monthly, in accordance with the payment rates and schedules and terms 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. The **FIRST** Amendment amount shall not exceed Sixty Thousand Dollars and Zero Center (\$60,000.00), for additional Consulting Services pertaining to the U.S. Department of Housing Urban Development (HUD) Community Project Funding (CPF) Grant No. B-22-CP-CA-014, for a total Agreement amount of One Hundred Twenty Thousand Dollars and Zero Cents. (\$120,000.00)"

4. Exhibit A to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

Exhibit B to the Agreement is hereby amended by adding thereto the items set forth on Attachment "B" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

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

**CITY OF AGOURA HILLS**

\_\_\_\_\_  
Chris Anstead,  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk  
*Date Approved by City  
Council* \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Candice K. Lee,  
City Attorney

**CONSULTANT**

MDG Associates, Inc.  
10722 Arrow Route, Suite # 822  
Rancho Cucamonga, CA 91730  
Contact Name: Rudy Munoz  
Office: 909-476-9696  
Fax: 909-476-6086

By: \_\_\_\_\_  


Print Name: **Rudy E. Munoz**

Title: **President**

By: \_\_\_\_\_  


Print Name: **Guadalupe Munoz**

Title: **C.F.O.**

**[Signatures of Two Corporate Officers Required]**

## ATTACHMENT A

*Attached hereto and incorporated herein is the additional scope of work and associated cost as provided by the Consultant.*

*In addition to the current scope of services, the following tasks to be performed will be included that pertain to new project at the Agoura Hills / Calabasas Community Center Rehabilitation Project. The Grant pertains to the U.S. Department of Housing Urban Development (HUD) Community Project Funding (CPF) Grant No. B-22-CP-CA-014.*

The specific elements (Scope of Work) of this service are amended to include the U.S. Department of Housing and Urban Development (HUD) Community Project Funding (CPF) Grant No. B-22-CP-CA-0141, Agoura Hills/Calabasas Community Center Rehabilitation Project.

Consultant shall provide Labor and Wage Consulting Services in conjunction with the implementation of the City's CPF Project entitled, "Agoura Hills/Calabasas Community Center Rehabilitation Project" including the following services:

1. Provide all necessary staffing and resources to fulfill the scope of work required to successfully implement the Davis-Bacon and Related Acts, Minority and Women Business Enterprise (MBE/WBE) and the Section 3 requirements.
2. Review the Grant Agreement and federal and state wage and labor compliance requirements for construction projects with the project team (City, Construction Project Manager).
3. Prepare various reports for wage and labor compliance including but not limited to Contract and subcontract activity (HUD Form 2516), Contracting and enforcement activity (HUD form 4610) and Section 3 reporting. All reports will be submitted to the City for review before the reporting deadlines, and originals of the fully signed/executed final reports delivered to the City.
4. Meet with City staff and/or local HUD representatives, as necessary, on worksite labor and reporting requirements.
5. Provide virtual and/or telephone support. Attend meetings as required by the City.
6. Provide services for administering, monitoring and enforcing Labor Standards Provisions on this HUD assisted construction project administered by the City, including:

- (a) Assist and advise the City in the preparation of federal labor wage requirements in the Construction Bid Document.
- (b) Implement and monitor Equal Employment Opportunities (EEO) and Section 3 Programs, if applicable.
- (c) Ensure that the Federal Labor Standards Provisions (HUD-4010) are incorporated in the specifications and/or contract.
- (d) Ensure that the DOL Wage Decision is incorporated in project specifications and/or contract.
- (e) Ensure that the wage determination is current at bid opening or other appropriate date.
- (f) Verify the contractor's eligibility to contract with Federal and State agencies.
- (g) Conduct meetings to inform contractors of wage and reporting obligations.
- (h) Identify and initiate requests for additional work classifications and wage rates as needed.
- (i) Conduct employee field interviews to confirm worker classification and wage rate of the project workforce (including apprentices) conforms to the applicable federal wage decision.
- (j) Perform continuous and timely monitoring reviews of Certified Payroll Reports (CPRs) and related submissions for compliance.
- (k) Notify the City and prime contractor in writing of any labor discrepancies or suspected violations and define the corrective actions to be taken.
- (l) Maintain a Labor Standards Administration file and document all activities.

## **ATTACHMENT B**

*Attached hereto and incorporated herein is the additional scope of work and associated cost as provided by the Consultant.*

### **Fees for Service**

The CONSULTANT shall bill on a time-and-materials basis for each hour, or portion thereof, expended on behalf of the AGENCY at the rates listed below. Portions less than a full hour shall be billed and compensated in ¼-hour increments, rounded to the nearest increment. Unless otherwise approved by the AGENCY, CONSULTANT shall invoice a maximum of \$50,000 for Fiscal Year 2023-2024 and \$50,000 for Fiscal Year 2024-2025 for all projects under this Agreement and Amendment 1.