

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** The Honorable City Council

**FROM:** Johnny Ea, Finance Director 

**DATE:** January 28, 2008 (HCC Meeting of February 6, 2008)

**SUBJECT:** Consider Second Amendment to Professional Services Agreement Between the City of Moorpark and AppleOne Employment Services to Provide Temporary Staffing Services to the City of Moorpark

**BACKGROUND**

On July 31, 2007, the Finance Department obtained two temporary contract employees to fill in for the duties of the Account Technician I's and the Administrative Assistant's vacancies while the City recruited to fill the positions on a regular full time basis. Since then, an appointment was made for the Account Technician I vacancy and the new staff started work for the City on January 14, 2008.

**DISCUSSION**

In addition to the two vacancies above, effective December 28, 2007, the Senior Account Technician retired after eighteen years of services with the City of Moorpark. A temporary contract employee was also obtained (by Amendment No. 1, also approved by the City Manager) to cover the duties of this vacancy until the City fills the position on a regular full time basis. With the hiring of the temporary contract employee for the Senior Account Technician vacancy, the total compensation of the original Agreement and Amendment No. 1 is anticipated to reach \$49,999.00 in the near future. The City Manager approved the initial Professional Services Agreement with AppleOne based on Moorpark Municipal Code Section 2.12.120.B: "Authority to sign written contracts", which authorizes the City Manager to execute contracts up to a maximum of \$50,000.00 for which a budget appropriation has already been approved by the City Council. As such, the City Council's approval is required as a result of hiring a third temporary contract employee, which will cause the total compensation to exceed \$50,000.00. Section 2.12.120.A permits the City Manager to execute on behalf of the City any contract which has received prior approval of the City Council. Amendment No. 2 as attached to this report requires the Mayor to execute the portion of the Agreement where the total compensation is above \$50,000.00. The total compensation for the Agreement and related Amendments is not expected to exceed \$92,000.00.

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**FISCAL IMPACT**

“None” - salaries and benefits savings as a result of the three vacancies in the Finance Department will cover the costs for these temporary assignments during FY 2007/08.

**STAFF RECOMMENDATION**

Approve Amendment No. 2 as outlined in the agenda report and authorize the City Manager to sign Amendment No. 2 to the Agreement.

Attachment: Amendment No. 2 to Professional Services Agreement

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
MOORPARK AND APPLEONE EMPLOYMENT SERVICES TO PROVIDE  
TEMPORARY STAFFING SERVICES TO THE CITY OF MOORPARK**

This Amendment to the Agreement for Temporary Staffing Services is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Moorpark, a municipal corporation, located in the County of Ventura, State of California, hereinafter referred to as "CITY" and AppleOne Employment Services, California Corporation, hereinafter referred to as "CONSULTANT".

WITNESSETH:

Whereas, on July 31, 2007, CITY and CONSULTANT entered into an Agreement for temporary staffing services, hereto referred to as Agreement, to provide temporary contract staff to perform Finance related job responsibilities; and

Whereas, on January 9, 2008, CITY and CONSULTANT amended the Agreement as set forth in Amendment No. 1; and

Whereas the parties now desire to amend the scope of services as set forth in this Amendment No. 2 to the Agreement.

NOW, THEREFORE, in consideration of mutual covenants, benefits and premises herein stated, the parties hereto agree to amend the aforesaid Agreement as follows:

I. SCOPE OF SERVICES

Revise the first paragraph to read as follows:

CITY does hereby retain CONSULTANT in a contractual capacity to provide temporary contract staff to perform Finance related job responsibilities ~~at the Account Technician II level,~~ not to exceed total compensation paid to CONSULTANT of ~~\$49,999-~~ \$92,000.00, without City Council approval of a ~~second~~ third Amendment to the Agreement.

II. Remaining Provisions

All other provisions of the aforesaid Agreement shall remain in full force and effect.

Signed and Approved by:

CITY OF MOORPARK:

CONSULTANT:

\_\_\_\_\_  
Steven Kueny  
City Manager

\_\_\_\_\_  
Kenneth Landau  
Director of Government Services

Attest:

\_\_\_\_\_  
Deborah Traffenstedt  
City Clerk