

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Allen M. Walter, Parks and Landscape Superintendent *AW*
Jeremy Laurentowski, Parks and Landscape Manager *JL*

DATE: January 4, 2012 (CC Meeting of January 18, 2012)

SUBJECT: Consider Amendment No. 1 to the Landscape Maintenance Agreements for Azteca Landscape and Marina Landscape for Additional Services at Various Landscape Maintenance Districts (LMD) and Parks; and Resolution Amending the Fiscal Year 2011/12 Budget

BACKGROUND

In June 2011, the City entered into Agreements with Azteca Landscape and Marina Landscape for landscape maintenance services for the City's Landscape Maintenance Districts (LMD) and Parks. Compensation for the landscape maintenance services was the result of a formal bid process. However, the annual compensation only provided for landscape maintenance services, and no additional compensation was provided for additional landscape services outside the Scope of Work identified in their respective Agreements.

In addition, just prior to 1990, the City acquired a parcel of land located at the southern end of the Buttercreek Development, Tract 3032. This area is commonly known as Buttercreek Park and has been leased by Boething Tree Farm, Inc. since approximately 1994. However, the Lease Agreement between the City of Moorpark and Boething Tree Farm, Inc. was recently amended, as Boething Tree Farm has reduced the scope of their operation. The result of this down-sizing has left an area of land unattended and in need of regular maintenance.

DISCUSSION

The current Agreements for landscape maintenance services for both Azteca Landscape and Marina Landscape provide for regular maintenance activities such as turf mowing, weeding and irrigation maintenance. However, it does not specifically provide for additional landscape services that occur outside the Scope of Work, such as traffic accident repairs, vandalism, or minor landscape improvement projects. The City

Council is being asked to approve Amendment No. 1, a fifteen percent (15%) contingency to both the Azteca Landscape Agreement and Marina Landscape Agreement for various landscape services that fall outside the Scope of Work for landscape maintenance services. Staff will continue to follow City policy and obtain competitive bids as required for additional services that exceed the City's limit of \$5,000.

The area within the Buttercreek Park parcel that has been left vacant is approximately three (3) acres in size. This piece of property is directly adjacent to the rear of the homes that span from Clearcreek Court to an area approximately 1,000 feet east of Daisy Court. Many of the homes adjacent to this vacant piece of property have wrought iron fences and views across the nursery and Arroyo to the south. Prior to down-sizing, this area was maintained by Boething Tree Farm, Inc. as a condition of their Lease Agreement. However, due to a reduction in the size of their operation, this area has been removed from their lease and ultimately, it has not been maintained as funding to maintain this property was not included in the FY 11/12 budget. Staff has solicited bids to provide quarterly weed abatement services and has determined that the annual cost for this service is \$5,520.

FISCAL IMPACT

There is no fiscal impact to FY 2011/12 budget for a fifteen percent (15%) contingency to both the Azteca Landscape Agreement and Marina Landscape Agreement for various landscape services. Funding has been provided in the respective operating budgets:

Azteca Landscape's current annual Agreement for landscape maintenance services for the City's Landscape Maintenance Districts is \$461,183. Staff recommends Amendment No. 1, increasing the not to exceed amount under their agreement by fifteen percent (15%) in the amount of \$69,177 for additional landscape services, and \$5,520 for quarterly weed abatement services at Buttercreek Park, to total a not to exceed amount of \$535,880.

Marina Landscape's current annual Agreement for landscape maintenance services for the City Parks is \$302,816. Staff recommends Amendment No. 1, increasing the not to exceed amount under their agreement by fifteen percent (15%) in the amount of \$45,224 for additional landscape services, to total a not to exceed amount of \$348,238.

The cost to maintain the vacant area of property within the Buttercreek Park parcel was not included in the FY 2011/12 budget. Staff is requesting an additional appropriation from the General Fund Reserve (1000) in the amount of \$5,520 to the Parks Division (7800).

STAFF RECOMMENDATION (Roll Call Vote)

1. Adopt Resolution No. 2012- ____.

2. Approve Amendment No. 1, a fifteen percent (15%) contingency in the amount of \$69,177 for various landscape services and \$5,520 for weed abatement services at Buttercreek Park, to the Azteca Landscape Agreement, and authorize City Manager to execute the Amendment, subject to final language approval by the City Manager and City Attorney; and
3. Approve Amendment No. 1, a fifteen percent (15%) contingency in the amount of \$45,224 for various landscape services, to the Marina Landscape Agreement, and authorize City Manager to execute the Amendment, subject to final language approval by the City Manager and City Attorney; and

Attachments:

1. Draft Resolution
2. Amendment No. 1 – Azteca Landscape
3. Amendment No. 1 – Marina Landscape

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2011/12 BUDGET TO ALLOCATE \$5,520 FROM THE GENERAL FUND (1000) TO THE PARKS DIVISION (7800) FOR THE MAINTENANCE OF BUTTERCREEK PARK

WHEREAS, on June 15, 2011, the City Council adopted the Operating and Capital Improvement Budget for Fiscal Year 2011/12;

WHEREAS, a staff report has been presented to said Council recommending the need to provide weed abatement services at Buttercreek Park in the amount of \$5,520; and

WHEREAS, an additional appropriation of \$5,520 is requested from the General Fund (1000) to the Parks Division (7800) to provide weed abatement services, and

WHEREAS, Exhibit "A" hereof describes said budget amendment and its resultant impact to the budget line items.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. A budget amendment allocating \$5,520 from the General Fund (1000) for weed abatement services at Buttercreek Park, more particularly described in Exhibit "A" attached hereto is hereby approved.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 18th day of January, 2012.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, City Clerk

Attachment: Exhibit A – Budget Amendment

EXHIBIT A

**BUDGET AMENDMENT FOR THE GENERAL FUND
FOR WEED ABATEMENT SERVICES AT BUTTERCREEK PARK**

FY 2011/12

FUND ALLOCATION FROM:

FUND TITLE	FUND ACCOUNT NUMBER	AMOUNT
General Fund	1000-5500	\$5,520
Total		\$5,520

DISTRIBUTION OF APPROPRIATION TO EXPENSE ACCOUNTS:

BUDGET NUMBER	CURRENT BUDGET	REVISION	ADJUSTED BUDGET
1000-7800-7820-9331	\$0	\$5,520	\$5,520
Total	\$0	\$5,520	\$5,520

Finance approval: *Bon Anders*

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE CITY OF MOORPARK
AND AZTECA LANDSCAPE, INC., FOR ADDITIONAL LANDSCAPE SERVICES**

THIS AMENDMENT TO AGREEMENT, made and entered into this ____ day of _____, 2012, 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 Azteca Landscape, Inc., a corporation, hereinafter referred to as "Contractor".

WITNESSETH

Whereas, on June 21, 2011, the City and Contractor entered into an Agreement pertaining to landscape maintenance services to be performed at the City's Landscape Maintenance Districts; and

Whereas, the City now desires additional landscape maintenance services and wishes to document said Agreement by jointly approving this Amendment No. 1 to the June 21, 2011 Agreement.

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

I. Section 2, Scope of Services, is amended to include:

Various landscape repair and installation services at various City Landscape Maintenance Districts or other City properties. Contractor shall not be compensated for any services rendered in connection with its performance unless such additional services are authorized in advance and in writing through a Work Order form or other written authorization approved by the City Manager; and

Quarterly weed abatement services at Buttercreek Park. The Scope of Services for the additional services is described in the Contractor's proposal, attached hereto and incorporated herein as Exhibit C to the Agreement by this First Amendment.

II. Section 5, Payment, is amended to:

Increase the not to exceed amount of \$461,183 under this Agreement by \$69,177 for various landscape repairs and \$5,520 for weed abatement services, to total a not to exceed amount of \$535,880.

		Amount
Original Agreement Price		\$ 461,183.00
15% Contingency for various repairs		\$ 69,177.00
Buttercreek Park weed abatement		\$ 5,520.00
Amendment No. 1	Total	\$ 535,880.00

III. Remaining Provisions:

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

CITY OF MOORPARK

AZTECA LANDSCAPE, INC.

Steven Kueny, City Manager

Rosa Lopez, Vice-President

ATTEST:

Maureen Benson, City Clerk

Attachment: Exhibit C



1027 E. Acacia Street, Ontario, CA 91761
 800-794-0063 Fax: 909-673-9192
 www.aztecalandscape.com

Proposal

DATE	NUMBER
10/18/2011	4687

TO:

City of Moorpark
 Parks, Recreation & Community Svcs Dept.
 799 Moorpark Ave.
 Moorpark, CA 93021

PROPOSAL DESCRIPTION
Weed abatement and shrub trimming

CONTACT INFORMATION		
805 517-6283	805 532-2550	

We hereby submit specifications and estimates for:	Total
Weed abatement and shrub trimming near Pepper Mill Street along the creek.	
Total yearly cost	4,800.00
PAYMENT TERMS: Net 30 Days	Total \$4,800.00

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Noe Farias

Authorized Signature

Note: This proposal may be withdrawn by us, if not accepted withing 30 days.

Acceptance of

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE CITY OF MOORPARK
AND MARINA LANDSCAPE, INC., FOR ADDITIONAL LANDSCAPE SERVICES**

THIS AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____, 2012, 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 Marina Landscape, Inc., a corporation, hereinafter referred to as "Contractor".

WITNESSETH

Whereas, on June 30, 2011, the City and Contractor entered into an Agreement pertaining to landscape maintenance services to be performed at various City Parks; and

Whereas, the City now desires additional landscape services and wishes to document said Agreement by jointly approving this Amendment No. 1 to the June 30, 2011 Agreement.

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

I. Section 2, Scope of Services, is amended to include:

Various landscape repair and installation services at various City Parks or other City properties. Contractor shall not be compensated for any services rendered in connection with its performance unless such additional services are authorized in advance and in writing through a Work Order form or other written authorization approved by the City Manager.

II. Section 5, Payment, is amended to:

Increase the not to exceed amount of \$302,816 under this Agreement by \$45,422 for various landscape repairs, to total a not to exceed amount of \$348,238.

	Amount
Original Agreement Price	\$ 302,816
15% Contingency for various repairs	\$ 45,422
Amendment No. 1	Total
	\$ 348,238

III. Remaining Provisions:

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

CITY OF MOORPARK

MARINA LANDSCAPE, INC.

Steven Kueny, City Manager

Robert Cowan, President

ATTEST:

Maureen Benson, City Clerk

Attachment: Exhibit C