

**SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE CITY OF MOORPARK
AGENDA REPORT**

TO: Honorable City Council

FROM: Hugh R. Riley, Assistant City Manager 

DATE: December 10, 2012 (SA Meeting of 12/19/12)

SUBJECT: Consider Amendment No. 5 to Professional Services Agreement with Ky Spangler for Special Projects Consulting Services for the Ruben Castro Human Services Center through March 31, 2013 for a Maximum of Fifty (50) Additional Hours at a Rate of \$36.00 Per Hour

BACKGROUND & DISCUSSION

Construction of the Ruben Castro Human Services Center (RCHSC) began in February, 2011. The physical construction process concluded in September, 2012, and tenants moved in and began providing services to the public. Though primary construction activities are complete, there will continue to be minor construction items to be addressed and managed, in addition to commencing and completing close-out process of the project. These activities will include: collecting and verifying all guarantee and warranty materials from the Construction Management staff ("Balfour-Beatty") and turn-over to City staff; addressing building equipment training needs; coordination of any warranty requests; completing all final amendments to construction contracts generated during the construction completion process; preparation of Notices of Completion for approval by City Council and recordation by the County; review and processing of retention payments when submitted by Balfour-Beatty including verification of all necessary releases; coordination with building tenants to address questions or issues during their initial weeks of tenancy; and other ancillary duties and miscellaneous tasks needed to finalize the project and associated documentation. Balfour-Beatty has indicated the importance of having a direct City contact to facilitate the processes required to achieve completion of all of the project close-out activities.

A Special Projects Consultant was retained under a contract with the Redevelopment Agency of the City of Moorpark ("Redevelopment Agency") in February 2011 to oversee project needs during the construction process. The agreement with the Special Projects

Consultant was extended by the Redevelopment Agency in June 2011 on a nineteen-hour per week basis to continue through April 20, 2012, when the project was initially expected to be complete and closed out. During the course of construction the decision to add a storm drain connection from the RCHSC to Spring Road was made, which extended the anticipated construction duration and estimated close-out timeframe beyond the April 2012 estimate. An extension of the agreement with the Special Projects Consultant through September 30, 2012, in an amount not-to-exceed \$16,500 was presented to and approved by the Successor Agency to the Moorpark Redevelopment Agency in April, and approved by the Oversight Board, to provide for the completion and close-out of the project. These approval steps were taken in accordance with the requirements of ABx1 26 signed by the Governor on June 29, 2011, which dissolved redevelopment agencies statewide, including the Redevelopment Agency.

An additional extension of the agreement to December 31, 2012 was requested and approved by the Successor Agency to provide additional time to complete contract closeout activities.

It is now apparent that project closeout work will continue for several months. Therefore, staff is requesting approval of an additional extension of the agreement with the Special Projects Consultant through March 31, 2013, at a rate of \$36.00/hour for a maximum of 50 hours and an additional cost not to exceed \$1,800, to complete the tasks relating to the project's final closeout. This is a \$2.00/ hour increase effective January 1, 2013. The extension was approved by the Oversight Board on December 18, 2012. This cost is an eligible expenditure per the most recent legislation passed (AB 1484) with respect to Redevelopment Agency dissolution activities.

FISCAL IMPACT

The Capital Improvement Budget (Fund 5020) for the Ruben Castro Human Services Center is \$13,770,119. Sufficient funds exist in the budget to cover this work. Therefore, no additional funds need to be budgeted at this time.

STAFF RECOMMENDATION

Approve the Fifth Amendment to the Professional Services Agreement with Ky Spangler for Special Projects Consulting Services for activities related to the construction of the Ruben Castro Human Services Center and authorize the Executive Director to execute the Agreement, subject to final language approval of the Executive Director and Agency Counsel.

Attachment 1: Fifth Amendment to Professional Services Agreement

ATTACHMENT 1

FIFTH AMENDMENT TO AGREEMENT 2011-167
BETWEEN THE SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE CITY OF MOORPARK AND
KY SPANGLER FOR PROFESSIONAL SERVICES

THIS FIFTH AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Fifth Amendment"), is made and entered into this ____ day of _____, 2013, ("the Effective Date") between the Successor Agency of the Redevelopment Agency of the City of Moorpark, pursuant to Section 34173 of the California Health and Safety Code as enacted by ABx1 26 ("Successor Agency"), and Ky Spangler, an individual, ("Consultant").

WITNESSETH:

WHEREAS, on June 2, 2011, the Redevelopment Agency of the City of Moorpark and the Consultant entered into an Agreement for project management services; and

WHEREAS, on August 1, 2011, the Redevelopment Agency of the City of Moorpark and the Consultant entered into a First Amendment to extend project management services through April 20, 2012; and

WHEREAS, on June 29, 2011, the Governor signed ABx1 26, a bill that had as its sole purpose the dissolution of redevelopment agencies statewide; and

WHEREAS, after litigation was brought to challenge the validity of ABx1 26, the Supreme Court of the State of California ruled on December 29, 2011, that ABx1 26 was Constitutional and a valid exercise of the legislative power of the State; and

WHEREAS, on February 1, 2012, the Redevelopment Agency of the City of Moorpark was dissolved pursuant to the Supreme Court's modification of ABx1 26's dissolution date; and

WHEREAS, on January 4, 2012, the City Council of the City of Moorpark adopted Resolution 2012-3079 designating the City of Moorpark as the Successor Agency ("Successor Agency") of the Redevelopment Agency of the City of Moorpark; and

WHEREAS, by operation of Section 34173 of the Health and Safety Code, all authority, rights, powers, duties, and obligations of the former Redevelopment Agency of the City of Moorpark are vested in the Successor Agency, with certain statutory exceptions found elsewhere in ABx1 26; and

WHEREAS, the Successor Agency wishes to amend the Agreement to extend the term for which services will be provided; and

WHEREAS, on April 17, 2012, the Oversight Board of the Successor Agency approved to extend the term for which project management services are to be provided under the existing Agreement for the Ruben Castro Human Services Center; and

WHEREAS, on April 18, 2012, the City Council of the City of Moorpark, acting in its role as legislative body for the Successor Agency, approved to extend the term of the Agreement; and

WHEREAS, on April 26, 2012, the Successor Agency and the Consultant entered into a Second Amendment to extend project management services through September 30, 2012; and

WHEREAS, on September 18, 2012, the Oversight Board of the Successor Agency approved to extend the term for which project management services are to be provided under the existing Agreement for the Ruben Castro Human Services Center; and

WHEREAS, on September 19, 2012, the City Council adopted a resolution declaring the Successor Agency as a separate entity; and

WHEREAS, on September 19, 2012, the Successor Agency approved to extend the term of the Agreement through December 31, 2012; and

WHEREAS, on December 19, 2012, the City Manager of the City of Moorpark approved Amendment No. 4 to the Agreement authorizing the temporary loan of a City laptop computer with City virtual private network (VPN) software installed for the purpose of permitting Consultant access to Ruben Castro Human Services related files through a temporary VPN connection; and

WHEREAS, on December 19, 2012, the Successor Agency approved to extend the term of the Agreement through March 31, 2013.

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

I. Section 1, TERM of the Agreement is amended in its entirety as follows:

Consultant's term is extended from December 31, 2012, to March 31, 2013, unless otherwise amended pursuant to Section 25 (AMENDMENTS) or terminated or suspended pursuant to the terms of Section 6 (TERMINATION OR SUSPENSION WITHOUT CAUSE) of the Agreement executed on June 2, 2011.

II. Section 2, SCOPE OF SERVICES, Paragraph 2, of the Agreement is amended entirely as follows:

Compensation for services to be performed by Consultant shall be thirty-six dollars (\$36.00) per hour for work directly related to the list of assignments set forth in the Scope of Services, Exhibit 1. Compensation to Consultant shall not exceed nineteen (19) hours per week without written authorization of the Agency Executive Director. Under no circumstances shall Consultant exceed a total of fifty (50) hours for the revised term of this agreement through March 31, 2013. Payment to the Consultant shall be made in accordance with the provisions of this agreement.

III. Remaining Provisions

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

The effective date of this Fifth Amendment shall be January 1, 2013.

SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE
CITY OF MOORPARK

KY SPANGLER

By: _____
Steven Kueny
City Manager

By: _____
Ky Spangler

ATTEST:

Maureen Benson, City Clerk

**EXHIBIT 1
SCOPE OF SERVICES
ADMINISTRATIVE AND MANAGEMENT SERVICES**

A. Services

The following services are to be performed by the CONSULTANT:

1. Continue coordination and management efforts related to the construction of the Ruben Castro Human Services Center ("RCHSC"), including but not limited to attendance of weekly meetings with the Construction Manager and/or Architect as necessary, general coordination of project-related needs, and other project-related duties as assigned.
2. Manage contracts for the construction of the RCHSC and submit all invoices to the City for approval and payment. CONSULTANT does not have the authority to spend City or Agency funds without prior approval by City Manager/Executive Director or his designee.
3. Continue activities relative to the Section 3 of the Community Development Block Grant Program compliance for the RCHSC.
4. Prepare and submit required Quarterly Status Reports for the Community Development Block Grant program relative to funds received for the RCHSC.
5. Attend regular meetings with the Executive Director or his designee.
6. Assemble and maintain records that are customarily maintained for the above listed project. Such records shall at all times be the property of the Agency and shall be open for Agency inspection.
7. Other duties may be assigned in writing to CONSULTANT as desired by the Executive Director or his designee.

B. Monthly Status Reports

CONSULTANT shall provide the AGENCY a written Monthly Status Report detailing all activities on the first and third Wednesday of each month.

C. Performance Targets

AGENCY shall periodically monitor the progress of work performed by the CONSULTANT. Said monitoring shall be the responsibility of the Executive

Director his designee.

- D. Nature of Services: It is understood that CONSULTANT's services are being provided to AGENCY using the best knowledge, experience and expertise of the CONSULTANT to efficiently manage Agency projects. However, CONSULTANT shall not be responsible for the accuracy, performance, or actions of the AGENCY, or other consultants, contractors, utilities, other public agencies or any other person(s).