



Council Agenda Report

To: Mayor Farrer and the Honorable Members of the City Council

Prepared by: Elizabeth Shavelson, Assistant to the City Manager

Approved by: Reva Feldman, City Manager

Date prepared: June 24, 2020 Meeting date: July 13, 2020

Subject: Amendment to Professional Services Agreement with STLR Corp, dba Ryland School Business Consulting

RECOMMENDED ACTION: Authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with STLR Corp, dba Ryland School Business Consulting.

FISCAL IMPACT: Funding for this agreement was included in the Adopted Budget for Fiscal Year 2020-2021 in Account No. 100-7001-5100 (City Council Professional Services) and funding will be included in the Budget for Fiscal Year 2021-2022 as needed.

WORK PLAN: This item was included as item 3a in the Adopted Work Plan for Fiscal Year 2020-2021.

DISCUSSION: On March 9, 2020, the School District Separation Ad Hoc Committee provided an update to the Council on the status of the ongoing negotiations with Santa Monica-Malibu Unified School District (SMMUSD) and the City's efforts to develop a plan to pursue SMMUSD separation with the Los Angeles County Office of Education (LACOE).

As part of the efforts to further the separation process, the City Manager executed a Professional Services Agreement with Ryland School Business Consulting (Ryland) to provide consulting services for financial analysis related to school district separation and unification. Since January 2020, Ryland has been reviewing the financial analysis conducted by Kirk-Carter and Associates on behalf of the City, analyzing the SMMUSD budget, and analyzing the financial separation proposed by SMMUSD. Recently, Ryland

presented the School District Separation Ad Hoc Committee with a summary of its findings.

The School District Separation Ad Hoc Committee is pleased with the work conducted by Ryland and has recommended that additional services are needed including providing a presentation on its findings to the Council and additional financial analysis required by the LACOE County Committee on School District Organization. The City's current contract with Ryland cannot exceed \$24,960. In order for the consultant to perform additional work and continue moving forward, the budget in the agreement must be increased.

Based on the additional work requested, staff is recommending that the compensation amount be amended by \$48,750 for a total contract amount not to exceed \$73,710 as specified in the Amendment 1 to the Professional Services Agreement with Ryland (Attachment 1).

ATTACHMENTS: Amendment 1 to the Professional Services Agreement with STLR Corp, dba Ryland School Business Consulting

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on July 13, 2020, by and between the CITY OF MALIBU, hereinafter referred to as City, and STLR Corp, dba Ryland School Business Consulting hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

RECITALS

- A. On January 16, 2020, the City entered into an Agreement with Consultant for consulting services for financial analysis and professional services related to school district separation and unification. (the "Agreement").
- B. The City desires to amend the Agreement to increase the scope of work, increase the budget and extend the term of the agreement, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. Section 1.0 – Scope of the Consultant’s Services, of the Agreement, is hereby amended to add the items set forth in Exhibit C attached hereto.
- 2. Section 2.0 – Term of Agreement, of the Agreement, is hereby extended to June 30, 2021.

Section 4.0 – Compensation for Services, of the Agreement, is hereby amended to read as follows:
The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement an hourly rate of \$195 for financial analysis and professional services. The Consultant shall be compensated for travel time and expenses. Expenses are defined as actual, out of pocket expenses such as lodging, meals, telephone charges, express or overnight mail charges. All expenses and travel time must be pre-approved by the City. The cost of the work described in Exhibit A to the Agreement shall not exceed \$24,960, and the cost of the work described in Exhibit C to this Amendment shall not exceed \$48,750, meaning the total cost for all work performed under the Agreement as amended by this Amendment No.1 shall not exceed \$73,710. The Consultant shall only be bill the City for hours actually incurred.

- 3. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on _____, 2020, at Malibu, California, and effective as of July 1, 2020.

CITY OF MALIBU:

REVA FELDMAN, City Manager

ATTEST:

HEATHER GLASER, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY’S OFFICE

CHRISTI HOGIN, City Attorney

CONSULTANT:

By: Teresa R. Ryland, President