



# Council Agenda Report

To: Mayor Pierson 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: July 20, 2020 Meeting date: August 10, 2020

Subject: Amendment to Professional Services Agreement with Kirk-Carter and Associates

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**RECOMMENDED ACTION:** Authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Kirk-Carter and Associates (KCA).

**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).

**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).

KCA has been reviewing the financial implications associated with the separation of the school district. The budget and the term of the agreement need to be amended in order for the consultant to continue to provide assistance regarding the potential unification of Malibu schools. Staff is recommending that the budget be amended by \$20,000 for a total contract amount not to exceed \$45,000 and that the term to be extended to June 30, 2022 as specified in Amendment No. 2 to the Professional Services Agreement with KCA.

**ATTACHMENT:** Amendment No. 2 to the Professional Services Agreement with KCA

## AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDMENT NO. 2 TO AGREEMENT is made and entered in the City of Malibu on August 10, 2020 by and between the CITY OF MALIBU, hereinafter referred to as City, and Kirk-Carter and Associates, hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

### RECITALS

- A. On August 9, 2018, the City entered into an Agreement with Consultant for certain projects relating to financial analysis regarding the potential unification of Malibu schools (the "Agreement"). The Agreement was for \$7,500.00.
- B. On April 22, 2019, the City entered into Amendment No. 1 to increase the scope of work, increase the budget and extend the term of the agreement for one year.
- C. The City now desires to amend the Agreement again to increase the budget and extend the term of the agreement for two years, 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 2.0 – Term of Agreement, of the Agreement, and as amended by Amendment No. 1 to Agreement, is hereby extended to June 30, 2022.
2. Section 4.0 – Compensation for Services, of the Agreement, and as amended by Amendment No. 1 to Agreement, is hereby amended to read in its entirety as follows:

The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope or Work (Exhibit A) and the Compensation Schedule (Exhibit B) for a total amount not to exceed \$7,500. In addition, the Consultant shall be compensated as set forth in the Amended Exhibit D. The total compensation for this Agreement, including all work authorized pursuant to Exhibits B, D, and Amended D, shall in no case exceed \$45,000. No additional compensation shall be paid for any other expenses incurred unless first approved by the City Manager, or her designee.

3. Exhibit D – Compensation Schedule for Amendment No. 1, is hereby amended to read in its entirety, as follows:

The Consultant shall be paid an hourly rate of \$150. The Consultant's budget for the work in Exhibit C has been increased by an additional \$20,000.00, but in no case shall be the total compensation for Consultant's work authorized pursuant to Exhibits B, D, and Amended D exceed \$45,000.

Amended Exhibit D is attached hereto.

4. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
5. All terms and conditions of the Agreement not amended by this Amendment No. 2 remain in full force and effect.

This Agreement is executed on \_\_\_\_\_, 2020, at Malibu, California, and effective as of June 1, 2020.

CITY OF MALIBU:

\_\_\_\_\_  
REVA FELDMAN, City Manager

ATTEST:

\_\_\_\_\_  
HEATHER GLASER, Acting City Clerk  
(seal)

APPROVED AS TO FORM:

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

\_\_\_\_\_  
CHRISTI HOGIN, City Attorney

CONSULTANT:

\_\_\_\_\_  
By: La Tanya Kirk-Carter  
Title: President/Associate

**Amended Exhibit D**  
**Malibu School Unification Financial Analysis**  
**Compensation Schedule**  
**Amendment No. 2**

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