



Agenda Item B.10
CONSENT CALENDAR
Meeting Date: March 5, 2019

TO: Mayor and Councilmembers

FROM: Michelle Greene, City Manager

SUBJECT: Amendment No. 2 to the Contract with Helyne Meshar & Associates

RECOMMENDATION:

Approve and authorize the City Manager to execute Amendment No. 2 to Agreement 2017-041 for Professional Services with Helyne Meshar & Associates retroactive to January 1, 2019, with a term expiring June 30, 2021, and increase the contract amount by \$60,000 for a new total not-to-exceed amount of \$88,800.

BACKGROUND:

In June 2017, the City Manager executed Agreement 2017-041 between the City and Helyne Meshar & Associates, to provide strategic support and expertise in governmental relations for the City. The fee was set at \$150.00 per hour with an average level of effort of 10 hours per month plus travel and accommodations. The agreement was set to expire on December 31, 2017, and \$4,800 was expended during the initial six-month term of the agreement.

On December 31, 2017, the City Manager authorized Amendment No. 1 to the agreement with Helyne Meshar & Associates. The "Fees for Services Provided" changed from \$150/hour with an average level of effort of 10 hours per month to \$125/hour and an average level of effort of 16 hours per month, or \$2,000 on a monthly basis. Amendment 1 included a not-to-exceed contract amount of \$28,800. The "Term of Agreement/Termination" was also extended to December 31, 2018.

DISCUSSION:

The City's agreement with Helyne Meshar & Associates expired on December 31, 2018. During the term of the agreement, Ms. Meshar and her staff have provided a high level of support in legislative advocacy efforts, in resolving challenges related to the dissolution of the former redevelopment agency, and were instrumental in the City's efforts to obtain more than \$16M in grant funding. Staff seeks City Council authorization to enter into Amendment No. 2 to extend the Agreement through June 30, 2021 to align the term of the agreement with the next two-year budget cycle, and have such authorization be retroactive to December 31, 2018. Amendment No. 2 also includes an

addition of \$60,000 to the not-to-exceed amount for services over the next two and a half years, for a total of \$88,800.

The agreement is for the consultant to provide strategic support and expertise in governmental relations for the City, specifically on legislative matters at the state level, and assist the City in pursuing legislation, legislative remedies, and state funding as needed.

FISCAL IMPACTS:

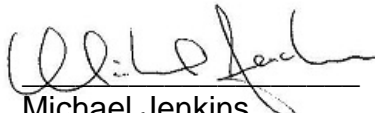
The proposed contract amendment is for an increased amount of \$60,000 for a total not-to-exceed of \$88,800 with a termination date of June 30, 2021. Their cost of services from January through June 2019 is anticipated to be \$12,000 and will be supported by account 101-5-1200-500 (Professional Services). Fees for the following two fiscal years of approximately \$48,000 will be supported by recommended additional appropriations during the FY 19/20 and 20/21 budget process, and subject to Council approval. It is anticipated each fiscal year will cost \$24,000.


ALTERNATIVES:

There are no alternatives at this time.

Legal Review By:

Approved By:


Michael Jenkins
City Attorney


Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 2 to Agreement 2017-041 to a Contract for Professional Services between the City of Goleta and Helyne Meshar & Associates.
2. Amendment No. 1 to Agreement 2017-041 to a Contract for Professional Services between the City of Goleta and Helyne Meshar & Associates (available online only).
3. Agreement 2017-041 Contract for Professional. Services between the City of Goleta and Helyne Meshar & Associates (available online only).

ATTACHMENT 1

Amendment No. 2 to Agreement 2017-041 to a
Contract for Professional Services between the City of
Goleta and Helyne Meshar & Associates.

**AMENDMENT NO. 2
TO A CONTRACT FOR PROFESSIONAL
SERVICES BETWEEN THE CITY OF GOLETA
AND
HELYNE MESHAR & ASSOCIATES**

This **Amendment No. 2** to a contract for Professional Services by and between the City of Goleta, a municipal corporation ("City") and **Helyne Meshar & Associates** ("Consultant") dated June 1, 2017 ("Agreement," Agreement No. 2017-041) is made this 5th day of March, 2019.

RECITALS

WHEREAS, this Agreement is for provision of strategic support and expertise in governmental relations for the City, advice on legislative matters at the State level and assistance to the City in pursuing legislation or legislative remedies; and

WHEREAS, Amendment No. 1 (Agreement No. 2017-041.1) added additional hours of service per month to an average of 16 hours/month, added additional funds, and extended the contract through December 31, 2018.

WHEREAS, the Agreement between City and Consultant currently provides for the total compensation amount not to exceed twenty-eight thousand eight hundred dollars (\$28,800); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of sixty thousand dollars (\$60,000) for continued services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 for the termination of the Agreement on December 31, 2018; and

WHEREAS, the parties desire to retroactively amend the Agreement so as to extend the termination of the Agreement to June 30, 2021; and

WHEREAS, the City Council approved this Amendment No. 2, on this 5th day of March, 2019, and authorized the City Manager to execute this amendment.

AMENDED TERMS

Now therefore City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. The paragraph entitled "FEES FOR SERVICE PROVIDED" shall be amended and read in its entirety:
2. FEES FOR SERVICES PROVIDED: The fee to Consultant for the Services is \$125.00 per hour with an average level of effort of 16 hours/month. The Agreement shall not exceed \$88,000 unless amended in writing by both parties. Subject to the not-to-exceed contract amount of \$88,800, Consultant will receive a \$2,000 retainer on a monthly basis. At the end of each quarter, Consultant will submit a report summarizing the services and deliverables furnished as specified in #2, "TERMS OF AGREEMENT/NATURE AND LOCATION OF SERVICES Travel and accommodations will be considered out-of-pocket expenses and reimbursable on an actual basis.
3. The paragraph entitled "TERM OF AGREEMENT/TERMINATION" shall be amended and read in its entirety:

TERM OF AGREEMENT/TERMINATION: This Agreement shall be effective for a period of thirty (30) months beginning June 1, 2017 through June 30, 2021. This Agreement may be terminated, cancelled, by either party with 30-days notice, or modified and amended if made in writing and is signed by both parties within five (5)-days notice.

Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No.2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager

Helyne Meshar
Helyne Meshar & Associates

ATTEST:

Deborah Lopez, City Clerk

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

ATTACHMENT 2

Amendment No. 1 to Agreement 2017-041 to a
Contract for Professional Services between the City of
Goleta and Helyne Meshar & Associates.

**AMENDMENT NO. 1
TO A CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
HELYNE MESHAR & ASSOCIATES**

This Amendment No. 1 to a CONTRACT FOR PROFESSIONAL SERVICES is made this 31st day of December, 2017 between the **City of Goleta**, a municipal corporation **Helyne Meshar & Associates** ("Consultant") dated June 20, 2017 ("Agreement," Agreement No. 2017-041).

RECITALS

WHEREAS, Agreement 2017-041 provided for Consultant to provide lobbying services to the City; and

WHEREAS, the paragraph entitled "Fees for Services Provided" provides that Consultant's rate is \$150/hour and average level of service is ten (10) hours/month; and

WHEREAS, the parties desire to change the paragraph entitled "Fees for Services Provided" to provide for a \$2,000 monthly retainer to Consultant at a rate of \$125/hour and an average level of service of 16 hours/month and provide for a not-to-exceed amount of \$28,800; and

WHEREAS, the paragraph entitled Terms of Agreement/Nature and Location of Service provides for services and deliverables; and

WHEREAS, the parties desire to change the paragraph entitled Terms of Agreement/Nature and Location of Service to add additional items to the list of services and deliverables desired to be provided by Consultant; and

WHEREAS, the paragraph entitled Term of Agreement/Termination provides for the term of Agreement 2017-041 to terminate on December 31, 2017; and

WHEREAS, the parties desire to amend the paragraph entitled Term of Agreement/Termination to extend the term of Agreement 2017-041 to December 31, 2018; and

WHEREAS, only \$4,800 of services have been rendered in Agreement 2017-041 and the proposed amendments would add \$24,000 to the existing contract amount, for a total contract amount of \$28,800 by the end of the amended term; and

WHEREAS, pursuant to Goleta Municipal Code section 3.05.040, the City Manager is authorized to approve this Amendment No. 1 to Agreement 2017-041 because the value of Agreement 2017-041 is less than 30,000.

AMENDED TERMS

Now therefore City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. The paragraph entitled "FEES FOR SERVICES PROVIDED" shall be amended and read in its entirety:

FEES FOR SERVICES PROVIDED: The fee to Consultant for the Services is \$125.00 per hour with an average level of effort of 16hours/month. The Agreement shall not exceed \$28,800 unless amended in writing by both parties. Subject to the not-to-exceed contract amount of \$28,800, Consultant will receive a \$2,000 retainer on a monthly basis. At the end of each quarter, Consultant will submit a report summarizing the services and deliverables furnished as specified in #2, "TERMS OF AGREEMENT/NATURE AND LOCATION OF SERVICES Travel and accommodations will be considered out-of-pocket expenses and reimbursable, on an actual basis.

2. The paragraph entitled "TERMS OF AGREEMENT/NATURE AND LOCATION OF SERVICE" shall be amended and read in its entirety:

TERMS OF AGREEMENT/NATURE AND LOCATION OF SERVICE: Consultant shall furnish to the City of Goleta, the following services and deliverables:

Schedule meetings for the City of Goleta and its representatives with state officials regarding expenditure of year 2011 Bond Funds pursuant to SB 107/Chapter 325, Statutes of 2015.

Provide consultation, information, and briefings, as needed, regarding year 2011 Bond Funds/SB 107/ Chapter 325, Statutes of 2015.

Provide consultation, information, and advocacy, as needed, regarding the City's Legislative Platform, funding regarding the removal of trees, oil and gas issues, Amtrak/rail issues, and any other issues suggested by the City.

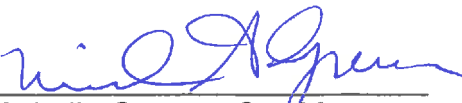
3. The paragraph entitled "TERM OF AGREEMENT/TERMINATION" shall be amended and read in its entirety:

TERM OF AGREEMENT/TERMINATION: This Agreement shall be effective for a period of six months beginning June 1, 2017 through December 31, 2018. This Agreement may be terminated, cancelled, by either party with 30-days notice, or modified or amended if made in writing and is signed by both parties within five (5)-days notice.


4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No.1 has been executed by the parties effective on the date and year first above written.

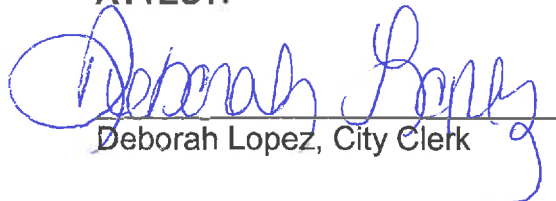
CITY OF GOLETA


Michelle Greene, City Manager

**CONSULTANT
HELYNE MESHAR & ASSOCIATES**


Helyne Meshar

ATTEST:


Deborah Lopez, City Clerk

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

ATTACHMENT 3

Agreement 2017-041 Contract for Professional Services
between the City of Goleta and Helyne Meshar & Associates

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is made between the City of Goleta (the City) and the firm of Helyne Mesnar & Associates (HMA), a sole proprietorship, (consultant) to provide strategic support and expertise in governmental relations for the City. Specifically, the contract purpose is to pursue the status of the City's Redevelopment Bonds, and support the City's position regarding these bonds, with the various political and policy entities in Sacramento. The terms and conditions put forth below are part of this agreement.

TERMS OF AGREEMENT/NATURE AND LOCATION OF SERVICE:

Consultant shall furnish to the City of Goleta, the following services and deliverables

Schedule meetings for the City of Goleta and its representatives with state officials regarding expenditure of year 2011 Bond Funds pursuant to SB 107/Chapter 325, Statutes of 2015.

Provide consultation, information, and briefings, as needed, regarding year 2011 Bond Funds/SB 107/ Chapter 325, Statutes of 2015.

Communicate regularly with the City Manager and designee regarding these issues/


RELATIONSHIP OF PARTIES: It is understood by the parties that Consultant is an independent contractor and that under this contract the City will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant. Consultant is responsible for all federal state and local taxes and fees.

FEES FOR SERVICES PROVIDED: The fee to Consultant for the Services is \$150.00 per hour with an average level of effort of 10hrs/month. Travel and accommodations will be considered out of pocket expenses and reimbursable, on an actual cost basis.

ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

TERM OF AGREEMENT/TERMINATION: This Agreement shall be effective for a period of six months beginning June 1, 2017 through December 31, 2017. This Agreement may be terminated, cancelled, by either party with 30 days notice, or modified or amended if made in writing and is signed by both parties with five (5) days notice.

CITY MANAGER CONTRACT AUTHORITY: The City Manager is authorized by Goleta Municipal Code section 3.05.240 to execute this agreement because the value of the agreement is less than \$30,000.


Helyne Mesnar
Helyne Mesnar & Associates
ID 91-3043080

Date: 6/9/17


Michelle Greene, City Manager
City of Goleta

Date: 8/20/17