

STAFF REPORT

SUCCESSOR AGENCY
CITY OF OCEANSIDE

DATE: June 11, 2013

TO: The Oversight Board of the City of Oceanside Successor Agency

FROM: City Manager's Office

SUBJECT: **ADOPTION OF A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JOHN HELMER**

SYNOPSIS

Staff recommends that the Oversight Board of the City of Oceanside Successor Agency adopt a resolution approving a professional services agreement with John Helmer in the amount not to exceed \$145,000 from July 1, 2013 through June 30, 2014, for the winding down of the affairs of the former Redevelopment Agency and for Successor Agency Oversight Board and downtown area project oversight.

BACKGROUND

John Helmer has been supplying support services to the Oversight Board of the City of Oceanside Successor Agency and downtown area since January 2, 2013, as an hourly extra-help employee. On February 26, 2013, the Oversight Board approved the Recognized Obligation Payment Schedule (ROPS) 13-14A covering the period of July through December 2013. Additionally, the Oversight Board approved the Administrative Budget for FY 2013-2014. Contained in both the ROPS 13-14A and the FY 2013-2014 Administrative Budget was 350 hours of "Administration" and 1730 hours for "Project Oversight" totaling 2080 hours to be contracted via a professional services agreement.

ANALYSIS

The Oversight Board of the City of Oceanside Successor Agency is in need of staff support to fulfill its duties and obligations. The approved ROPS 13-14A and the FY 2013-2014 Administrative Budget contemplated the need for professional services to oversee the winding down of the affairs of the former Redevelopment Agency as well as the business of the Oversight Board and to manage downtown area planning. As such, monies were included under "Administration" and Project Oversight". Staff is recommending the approval of a professional services agreement (PSA) with John Helmer to meet the anticipated staffing needs.

FISCAL IMPACT

ROPS 13-14A and the FY 2013-2014 Administrative Budget includes \$24,500 in Administration and \$121,100 for Project Oversight for a total of \$145,600. The proposed PSA covers the period of July 1, 2013 through June 30, 2014, with a not to exceed cost of \$145,000. The contractor will bill the Successor Agency on an hourly basis at \$70.00 per hour.

CITY ATTORNEY'S ANALYSIS

The City Attorney, as counsel to the Successor Agency, has approved the form of the resolution and the professional services agreement.

RECOMMENDATION

Staff recommends that the Oversight Board of the City of Oceanside Successor Agency adopt a resolution approving a professional services agreement with John Helmer in the amount not to exceed \$145,000 from July 1, 2013 through June 30, 2014, the winding down of the affairs of the former Redevelopment Agency and for Successor Agency Oversight Board and project oversight.

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PREPARED BY:


Michelle Skaggs Lawrence
Deputy City Manager


Peter A. Weiss
City Manager

REVIEWED BY:

Teri Ferro, Financial Services Director



1 RESOLUTION NO.

2 A RESOLUTION OF THE OVERSIGHT BOARD FOR THE
3 SUCCESSOR AGENCY OF THE CITY OF OCEANSIDE TO
4 APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH
5 JOHN HELMER TO PROVIDE SUCCESSOR AGENCY AND
6 DOWNTOWN AREA PLANNING SUPPORT SERVICES

7 WHEREAS, on February 1, 2012, in accordance with the provisions of California
8 Health and Safety Code Section 34179(a)(1) the Oceanside Redevelopment Agency was
9 dissolved; and

10 WHEREAS, the Oversight Board to the Successor Agency of the former Oceanside
11 Redevelopment Agency (Successor Agency) has been appointed pursuant to the provisions of
12 Health and Safety Code Section 34179; and

13 WHEREAS, the Oversight Board is required to approve any Oceanside Successor
14 Agency contracts and/or agreements as listed in the California State Department of Finance's
15 approved Recognized Obligations Payment Schedule (ROPS) 13-14A and Administrative
16 Budget for FY 2013-2014;

17 NOW, THEREFORE, the Oversight Board to the Successor Agency of the City
18 Oceanside does resolve as follows:

19 1. The foregoing Oversight Board recitals are true and correct and are a substantive
20 part of this Resolution.

21 2. The Oversight Board hereby approves a professional services agreement with
22 John Helmer in the amount not to exceed \$145,000 from July 1, 2013 through June 30, 2014
23 for the winding down of the affairs of the former Redevelopment Agency and for the Successor
24 Agency Oversight Board and downtown area project oversight; a copy of which is attached
25 hereto and incorporated herein as Exhibit A.

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27 BE IT FURTHER RESOLVED that, a copy of this resolution will be transmitted to the
28 California State Department of Finance.

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PASSED AND ADOPTED by the Oversight Board to the Successor Agency of the City of Oceanside, California, this _____ day of _____, 2013, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

CHAIRMAN

ATTEST:

SECRETARY

**SUCCESSOR AGENCY CITY OF OCEANSIDE
OVERSIGHT BOARD**

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Special Consultant to the Oceanside Successor Agency

THIS AGREEMENT, dated July 1, 2013 for identification purposes, is made and entered into by and between the SUCCESSOR AGENCY CITY OF OCEANSIDE OVERSIGHT BOARD, a municipal corporation, hereinafter designated as "SUCCESSOR AGENCY", and John Helmer, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** To serve as a Special Consultant to the Oceanside Successor Agency, Consultant shall be responsible to assist in winding down the affairs of the former Redevelopment Agency, including but not limited to, the preparation of the Recognized Obligation Payment Schedules in concert with the Finance Department, communication with the Department of Finance, assisting in the Agency's fulfillment of existing enforceable obligations, the processing of the Long Range Property Management Plan, and other duties as specified by AB 26 and AB 1484. Consultant shall also provide services to assist in project oversight for the Downtown District (former Redevelopment Area). Consultant shall provide support to the Successor Agency's Oversight Board and coordinate all Successor Agency Oversight Board activities with the appropriate staff from the Development Services Department, Finance Department, Property Management Division, Treasurer's Office, and City Manager and City Attorney offices.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the SUCCESSOR AGENCY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the SUCCESSOR AGENCY as an agent, or to bind the SUCCESSOR AGENCY to any obligation whatsoever, unless specifically authorized in writing by the SUCCESSOR AGENCY. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the SUCCESSOR AGENCY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the SUCCESSOR AGENCY.
3. **LIABILITY INSURANCE.**
 - 3.1 CONSULTANT shall maintain liability insurance in the following limits:

Special Consultant to the Oceanside Successor Agency

Automobile Liability Insurance

\$ 1,000,000

- 3.2 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the Successor Agency/City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the Successor Agency/City of Oceanside as additional insured shall be primary insurance and other insurance maintained by the Successor Agency/City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 3.3 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 3.4 CONSULTANT shall provide thirty (30) days written notice to the SUCCESSOR AGENCY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 3.5 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 3.6 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 3.7 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
4. **CONSULTANT'S INDEMNIFICATION OF SUCCESSOR AGENCY/CITY.**
To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the SUCCESSOR AGENCY/CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful

Special Consultant to the Oceanside Successor Agency

misconduct, sole negligence or active negligence of the SUCCESSOR AGENCY/CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the SUCCESSOR AGENCY/CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the SUCCESSOR AGENCY/CITY, defend any such suit or action brought against the SUCCESSOR AGENCY/CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of SUCCESSOR AGENCY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

5. **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other SUCCESSOR AGENCY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other Successor Agency contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the Successor Agency, under Section 4 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.
6. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall be at an hourly rate of \$70.00 or until a cumulative total of no more than \$145,000 has been paid to CONSULTANT or termination of services as provided in Section 11 below.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the SUCCESSOR AGENCY. CONSULTANT shall obtain approval by the SUCCESSOR AGENCY prior to performing any work that results in incidental expenses to SUCCESSOR AGENCY.
7. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing.
8. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between SUCCESSOR AGENCY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

Special Consultant to the Oceanside Successor Agency

9. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to SUCCESSOR AGENCY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

10. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

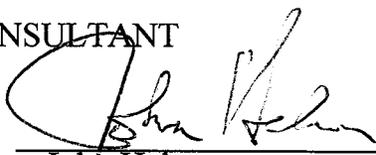
11. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the SUCCESSOR AGENCY, then the SUCCESSOR AGENCY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The SUCCESSOR AGENCY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

12. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the SUCCESSOR AGENCY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

CONSULTANT

By:



John Helmer

By:

JOHN HELMER/CONSULTANT

Name/Title

SUCCESSOR AGENCY CITY OF
OCEANSIDE OVERSIGHT BOARD

By:

Mike Blessing/Chairman

APPROVED AS TO FORM:

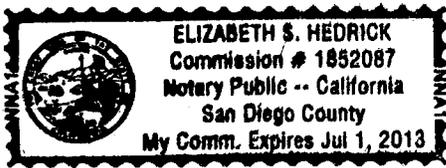
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On 6/4/13 before me, Elizabeth S. Hedrick, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John Helmer
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Elizabeth S. Hedrick
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

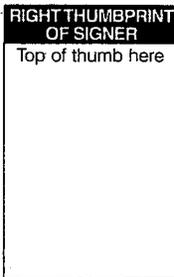
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

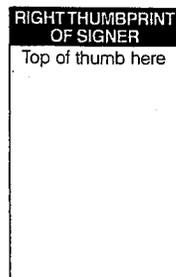
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



INTERINSURANCE EXCHANGE of the Automobile Club
 MAILING ADDRESS: P. O. BOX 25001, SANTA ANA, CALIFORNIA 92799-5001

BINDER OF INSURANCE

Policy Number CAA67320172

Control Number

Additional Insured:

CITY OF OCEANSIDE
 300 NORTH COAST HIGHWAY
 OCEANSIDE, CA 92054
INSURED: JERRY WEAVER

NOTICE TO LIENHOLDER
 IN THE EVENT OF CANCELLATION OF THIS BINDER, THE EXCHANGE WILL GIVE THE LIENHOLDER 10 DAYS WRITTEN NOTICE OF CANCELLATION.

Loan Number _____

Policy Effective Dates: 05/05/13 TO 05/05/14

The Interinsurance Exchange of the Automobile Club hereby acknowledges itself bound to the named insured for the coverages specified in the schedule subject to all the provisions of the Exchange's applicable policy form. The issuance of a policy to the named insured or, if a policy is in force, the issuance of an endorsement covering the automobile, boat or trailer described herein shall void this binder. A pro rata premium charge computed for the term of coverage in accordance with the current rates of the Exchange in effect at the inception of the binder will be made unless such a policy or policy endorsement is issued. This binder shall not be construed to afford cumulative insurance with any existing policy.

DESCRIPTION OF AUTOMOBILE, BOAT, OR TRAILER

Car #	Year	Trade Name	Type of Body or Boat	Identification Number
	2004	LEXUS		JTHBA30GX45049881

AUTOMOBILE INSURANCE	LIMITS OF LIABILITY	"x" indicates Coverage bound and afforded		
		Car #	Car #	Car #
Bodily Injury Liability	\$1MILL/\$1 MILL	X		
Property Damage	250,000	X		
Medical Payments	2,000	X		
Underinsured/Uninsured Motorist	\$50,000 / \$100,000	X		
Comprehensive (include Fire and Theft)	(a) Actual Cash Value less deductible			
	(b) Limit of Liability of less deductible			
Collision	(a) Actual Cash Value less deductible			
	(b) Limit of Liability of less deductible			
Uninsured Deductible Waiver	INCLUDED			
Uninsured Collision				

WATERCRAFT INSURANCE (Boat)	LIMITS OF LIABILITY	"x" indicates Coverage bound and afforded		
		Car #	Car #	Car #
Bodily Injury Liability and Property Damage Liability	\$1 MILLION			
Physical Damage	Actual Cash Value not to exceed Limit of Liability of less deductible			

Effective Date of Binder May 5, 2013 12:01 AM

This binder shall expire 30 days from the effective date or may be canceled by the named insured at any time during such 30 day period. The Exchange may cancel this binder by mailing to the named insured at the address shown above written notice stating when, not less than 19 days thereafter, such cancellation shall be effective. The mailing of such notice shall be sufficient proof of notice.

District Office

By _____ LEAH CAMPBELL _____

ACSC Management Services, Inc
 ATTORNEY-IN FACT