ITEM NO. 5

STAFF REPORT

CITY OF OCEANSIDE

DATE: October 15, 2008

TO: Honorable Mayor and City Councilmembers

FROM: City Manager's Office

SUBJECT: **AMENDMENT 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH RRM DESIGN GROUP FOR DEVELOPMENT ASSISTANCE FOR THE EL CORAZON PROJECT**

SYNOPSIS

The El Corazon Oversight Committee (ECOC) recommends that the City Council approve Amendment 2 in an amount not to exceed $14,000 to the professional services agreement with RRM Design Group (RRM) of San Luis Obispo for development assistance for the El Corazon project, to continue project coordination and advisory group presentation; and authorization for the City Manager to execute the amendment.

BACKGROUND

On May 17, 2006, the Council approved the original professional services agreement with RRM for El Corazon development assistance. On October 11, 2006, Council approved Amendment 1 to the professional services agreement to further assist the ECOC in the development of El Corazon. The ECOC has exhausted the funds allocated in the original agreement and Amendment 1, and is requesting that RRM assist with two further tasks as identified in the Attachment to Amendment 2 of the agreement. It is anticipated that this will be the last amendment necessary to the RRM agreement. With the addition of these two tasks the Committee's work in completing the Specific Plan for the El Corazon site will be completed.

ANALYSIS

In order to finish the El Corazon Specific Plan there are some outstanding project coordination tasks that need to be handled by RRM as well as the addition of a public meeting to be held on October 27, 2008, where all advisory group members are invited to hear a presentation regarding not only the Specific Plan but the Draft EIR for the site. Staff and the ECOC are requesting Amendment 2 to the professional services agreement providing an additional $14,000 to fund the final two activities.

FISCAL IMPACT

The proposed Amendment 2 to the professional services agreement will not exceed $14,000, and may be significantly less. The Amendment will be funded from FY 2007-08 carry forward in the CIP G-El Corazon Master Plan Account (501.874051.5392). There are sufficient funds available for this amendment.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The El Corazon Oversight Committee recommended approval of this item at its September 15, 2008, meeting.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

The El Corazon Oversight Committee (ECOC) recommends that the City Council approve Amendment 2 in an amount not to exceed $14,000 to the professional services agreement with RRM Design Group (RRM) of San Luis Obispo for development assistance for the El Corazon project, to continue project coordination and advisory group presentation; and authorization for the City Manager to execute the amendment.

PREPARED BY:

Michelle Skaggs Lawrence
Deputy City Manager

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:
Douglas E. Eddow, Real Estate Manager
Teri Ferro, Financial Services Director

Attachments: Amendment 2
Add-service request from RRM

CITY OF OCEANSIDE
AMENDMENT 2 TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: EL CORAZON DESIGN ASSISTANCE

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this 15th day of October, 2008, by and between the City of Oceanside, a municipal corporation, hereinafter designated as "CITY", and RRM Design Group, hereinafter designated at "CONSULTANT".

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to a Professional Services Agreement dated May 17, 2006, hereinafter referred to as the "Agreement", and whereas CITY and CONSULTANT are parties to a Professional Services Agreement Amendment 1 dated October 11, 2006, hereinafter referred to as Agreement Amendment 1, wherein CONSULTANT agreed to provide certain services to the CITY set forth therein; and

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to Section 1, Scope of Work, and Section 10, Compensation.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 1, Scope of Work, shall be amended to reflect and include Task X1, Advisory Group Presentation, and Task X2, Project Coordination, as described in the proposal dated September 5, 2008, and is attached as Exhibit A and incorporated herein by reference.

2. Section 10, Compensation, shall be amended to reflect that the total cost for the two additional tasks outlined in Section 1, Task X1 and Task X2, shall not exceed $14,000 and that the total contract price shall not exceed $190,000.

3. Except as expressly set forth in Agreement Amendments 1 and 2, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment 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 CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this _____ day of _____, 2008.

RRM DESIGN GROUP

By: _____

ERIK P. JUSTESEN, CEO

By: _____

GREGORY PETERS, CFO/SECRETARY

Employer ID No. 95-2923783

CITY OF OCEANSIDE

By: _____

Peter A. Weiss, City Manager

APPROVED AS TO FORM

_____

City Attorney

NOTARY ACKNOWLEDGEMENTS OF CONSULTANT MUST BE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Luis Obispo }

On 10/01/08 (Date) before me, Shawna L. Dillard, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Erik P. Justesen and Gregory A. Peters (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/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SHAWNA LEE DILLARD
Commission # 1780474
Notary Public - California
San Luis Obispo County
My Comm. Expires Nov 17, 2011

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 _____ (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: City of Oceanside, Amed #2

Document Date: _____ Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Erik P. Justesen
- ☐ Individual
- ☑ Corporate Officer — Title(s): CEO
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: Gregory A. Peters
- ☐ Individual
- ☑ Corporate Officer — Title(s): CFO
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

ADDITIONAL SERVICES AUTHORIZATION

rrm design group
creating environments people enjoy®

Client:	City of Oceanside	**Task ID No.:**	X1, X2, reimbursables
Project:	El Corazon Specific Plan	Date:	9/5/08
		Job No.:	1306517

☐ Letter
■ Client authorization required

☐ Email authorization attached
☐ Included in contract, authorization not required

☐ Non-chargeable ☐ Hourly ☒ T&M Not to Exceed ☒ Fixed Fee
☐ Other _____

Description of Work to be Performed:

Task X1: Advisory Group Presentation
The public hearing process will be enhanced and streamlined with the addition of a single advisory committee presentation as part of the project review and approval process. The consultant team will coordinate with Staff to prepare for and conduct a presentation for select City groups, such as the Parks and Recreation Commission, Arts Commission, etc. This meeting will allow the consultant team to present the contents of the Draft El Corazon Specific Plan and to receive input and provide clarification of issues prior to going to the Planning Commission and City Council. Topics for the presentation will include explaining the proposed land uses, park spaces, and circulation of the Specific Plan Area. This could be an opportunity for a formal recommendation from each advisory group to the Planning Commission.

Deliverable Products: RRM will prepare for and attend one (1) presentation for City advisory groups. RRM will prepare a PowerPoint presentation of Specific Plan contents. City staff will be responsible for meeting notification, logistics, and refreshments. RRM will prepare a simple meeting summary / errata sheet (3-4 pages) of recommended modifications to the hearing draft of the Specific Plan prior to the Planning Commission hearing, if one is deemed necessary.

Fee: $4000 - see footnote "A" below

Task X2: Project Coordination

The Specific Plan effort has exceeded the expected timeframe for a project of this magnitude and consequently the tasks associated with project coordination have been exhausted. This task includes project management and City coordination for the remainder of the work effort. This task will include informal teleconference meetings, research, correspondence, status reports, record keeping, project coordination, electronic file management, and other management necessary for the project. The budget provided assumes approximately one hour per week over the course of six months.

Deliverable Products: Ongoing project coordination, management, and correspondence.

Fee: Time and Materials Hourly - Estimate Amount $ 9500 (see footnote "B" below)

Additional Reimbursable Expenses:

The Specific Plan effort has exceeded the expected timeframe for a project of this magnitude and consequently the money allocated for reimbursable expenses has been exhausted. This allocation will cover direct reimbursable expenses at cost plus 10% for administrative services as incurred. Cost for expenses will include travel related expenses, photography, fax, telephone, plotting, printing, copying, and other costs associated with producing the work products as described in the scope of work.

Reimbursables: *As incurred - $500 estimated*

Footnote:
(A) Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

(B) Our **estimated** fees for tasks shown as "time and materials" are provided for informational purposes only. Amounts billed for these tasks, which will reflect actual hours and are not to exceed estimate given. All tasks need to be pre-authorized by the City.

I hereby authorize the above work to be performed on the following tasks (check the box of authorized tasks):

☐ X1, ☐ X2, ☐ Reimbursables

By: _____ **Date:** _____
Client Signature

Please sign and return original so that we may proceed with the above work.