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DATE: August 20, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **AMENDMENT 1 TO A PROFESSIONAL SERVICES AGREEMENT  
WITH WILLIAM RAMSEY FOR CONTRACT PLANNING SERVICES**

### **SYNOPSIS**

Staff recommends that the City Council approve Amendment 1 in the amount of \$44,880 to the Professional Services Agreement with William Ramsey for contract planning services, and authorize the City Manager to execute the amendment.

### **BACKGROUND**

In Spring 2014 the City entered into a Professional Services Agreement in the amount of \$15,000 with William Ramsey focusing on expedited processing of priority development projects. The contractor has been assigned numerous entitlement proposals and has successfully worked with applicants toward project completions. The contract will terminate upon all funds being expended. An amendment adding funds to the contract and establishing a termination date of June 30, 2014, will enable the continuity of services. No change to the hourly contract rate is proposed in conjunction with this amendment to the Professional Services Agreement.

### **ANALYSIS**

The continuation of the agreement with William Ramsey is necessitated by consistent increases to the planning entitlement case workload over the past 12 months and to minimize midstream transfers of high-profile, complex projects to planners unfamiliar with the ongoing cases. Extending this agreement through Amendment 1 would allow for improved and responsive service to project applicants seeking development approvals. Projects currently under review by William Ramsey include but are not limited to: Presidio Apartments and Cornwell Biotech Center, as well as residential entitlements.

Supplementing the Planning Division with contract services allows staff to more expeditiously evaluate pending applications such as: the Coca Cola expansion, Villa Storia, Melrose Heights and ongoing downtown project implementation. The cost to process planning entitlements can be partially recovered. Work performed under this contract is billable to Developer Deposit Accounts at approximately 50 percent of the total contract amount.

### **FISCAL IMPACT**

The contract amendment will be paid from the Development Services, Planning Administration Account (450404101.5305) which has an available budget of \$147,602. Sufficient funds are available for continuity of services through June 30, 2015.

Revenue in the minimum amount of \$22,000 is anticipated to be generated by work under this contract. Developer Deposit revenue is transferred from the Developer Deposit Account 101.2076.0002 to the Planning Administration Entitlement Revenue Account 450404101.4426.0022.

The funding source for the contract amendment is the General Fund.

### **INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.

### **COMMISSION OR COMMITTEE REPORT**

Does not apply.

### **CITY ATTORNEY'S ANALYSIS**

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

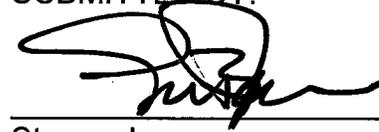
**RECOMMENDATION**

Staff recommends that the City Council approve Amendment 1 in the amount of \$44,880 to the Professional Services Agreement with William Ramsey for contract planning services, and authorize the City Manager to execute the amendments.

PREPARED BY:

  
\_\_\_\_\_  
Amy Fousekis  
Principal Planner

SUBMITTED BY:

  
\_\_\_\_\_  
Steven Jepsen  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager  
Marisa Lundstedt, City Planner  
James Riley, Financial Services Director

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

ATTACHMENTS:

1. Amendment 1
2. Professional Services Agreement

**CITY OF OCEANSIDE  
AMENDMENT 1 TO  
PROFESSIONAL SERVICES AGREEMENT**

**SERVICE: To Serve as a Contract Planner**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated August 20, 2014 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and William Ramsey herein after designated as "CONSULTANT."

**RECITALS**

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated May 14, 2014, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the Development Services Department is in continued need of a Contract Planner; and

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to increase the contract price and dates.

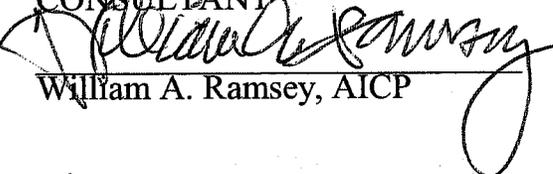
**AMENDMENT**

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

1. **SCOPE OF WORK:** Hourly services for the position of Contract Planner will continue as specified in the agreement.
2. **COMPENSATION:** Total compensation for all work performed in accordance with this amendment shall not exceed \$44,880. Hourly billing rate will continue as specified in the Agreement.
3. Except as expressly set forth in this Amendment, 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 Amendment 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 on the dates set forth below.

CONSULTANT  
By:   
William A. Ramsey, AICP

CITY OF OCEANSIDE  
By: \_\_\_\_\_  
Steven R. Jepsen, City Manager

Date: 13 AUG. 2014

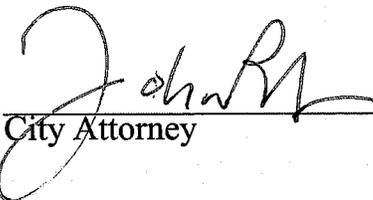
Date: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

Date: \_\_\_\_\_

205-44-0751  
Employer ID No.

  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of San Diego

}  
**VIDA MURRELL, Notary Public**

On August 13, 2014 before me,

Here Insert Name and Title of the Officer

personally appeared

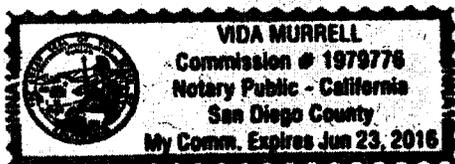
William A. Ramsey

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.

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: Vida Murrell

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: Amendment 1 to Professional Services Agreement

Document Date: August 20, 2014 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Individual

Partner —  Limited  General  Partner —  Limited  General

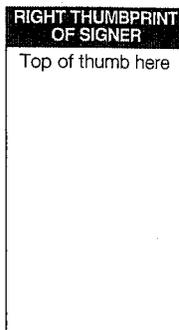
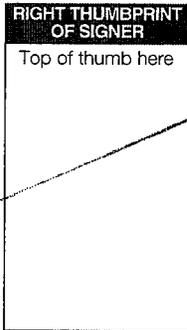
Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



## CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT**SERVICE: To Serve as a Contract Planner**

THIS AGREEMENT, dated <sup>MAY 14</sup> ~~April~~, 2014 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and William Ramsey, hereinafter designated as "CONSULTANT."

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** To act in the capacity of Contract Planner. Under the direction of the City Planner, to plan, organize, and perform work on proposed land development applications.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **LIABILITY INSURANCE.**
  - 3.1 CONSULTANT shall maintain liability insurance in the following minimum limits:

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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  - 3.2 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the 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

## Contract Planner Services

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 CITY 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 CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the 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 misconduct, sole negligence or active negligence of the 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 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 CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

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

## Contract Planner Services

5. **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY 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 CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 5 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 \$85.00 or until a cumulative total of \$15,000 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 CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.
  
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. Commencement of work shall begin on June 2, 2014. All work shall be completed in every detail to the satisfaction of the CITY.
  
8. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
  
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 CITY.

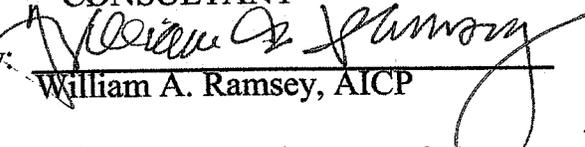
The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

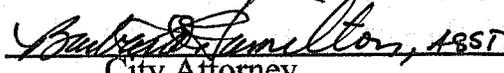
Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

**Contract Planner Services**

- 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 three (3) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY 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 CITY.

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:   
William A. Ramsey, AICP  
By: WILLIAM A. RAMSEY  
Name/Title  
205-44-0751  
Employer ID No.

CITY OF OCEANSIDE  
By:  FOR MARISA LUNDSTEDT  
George Buell Marisa Lundstedt, City Planner  
Development Services Director  
APPROVED AS TO FORM:  
, ASST.  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**