

STAFF REPORT*CITY OF OCEANSIDE*

DATE: October 1, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **AMENDMENT 2 TO PROFESSIONAL SERVICES AGREEMENT WITH JOHN HELMER FOR CONTRACT PLANNING SERVICES**

SYNOPSIS

Staff recommends that the City Council approve Amendment 2 in the amount of \$13,000 to the Professional Services Agreement with John Helmer for contract planning services, and authorize the City Manager to execute the amendment.

BACKGROUND

In August 2012 the City entered into a Professional Services Agreement with John Helmer to act as Interim City Planner which terminated on December 31, 2012. In July 2013 the Oversight Board for the Successor Agency of the City of Oceanside hired John Helmer as a Special Consultant to the Successor Agency which terminated in November 2013.

Due to his familiarity with urgent projects in the downtown area, the City entered into a Professional Services Agreement in the amount of \$15,000 with John Helmer in December 2013 to provide contract planning services focused on downtown development projects and inquiries. In March 2014 Amendment 1 to the Professional Services Agreement with the City continued the contract to \$50,000.

ANALYSIS

The continuation of the agreement with Mr. Helmer will allow for consistent planning review of downtown development projects and new inquiries from downtown developers including many new potential projects in the 9-block master plan. Extending this Agreement with the City through Amendment 2 will allow for improved and responsive service to project applicants seeking development approvals to implement projects for which funding has recently become available by financial institutions.

Staff are able to evaluate pending applications such as Coca Cola expansion, Villa Stora, Melrose Heights and ongoing downtown project implementation more expeditiously. The cost to process planning entitlements can be partially recovered. Work performed under this contract is billable to Developer Deposit Accounts at approximately 25 percent of the total contract amount.

FISCAL IMPACT

The hourly rate of \$70 as set forth in the originating Agreement will remain applicable in Amendment 2. The contract will be paid from the Development Services, Planning Administration Account (450404101.5305) which has an available budget of \$174,910. Sufficient funds are available for continuity of services.

Revenue in the minimum amount of \$2,500 is anticipated to be generated by this contract which will be transferred from the Developer Deposit Account 101.2076.0002 to the Planning Administration Entitlement Revenue Account 450404101.4426.0022.

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 2 in the amount of \$13,000 to the Professional Services Agreement with John Helmer for contract planning services, and authorize the City Manager to execute the amendment.

PREPARED BY:



Marisa Lundstedt
City Planner

SUBMITTED BY:



Steven Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant City Manager
James Riley, Financial Services Director



ATTACHMENTS:

1. Professional Services Agreement
2. Amendment 1
3. Amendment 2

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

SERVICE: To Serve as Contract Planner

THIS AGREEMENT, dated December 17, 2013 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and John Helmer, 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 facilitate prospective and proposed applications for 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.**
 - 4.1 CONSULTANT shall maintain liability insurance in the following minimum limits:

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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 - 4.2 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.
 - 4.3 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.

- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
5. **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

6. **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.

7. **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 \$15,000 has been paid to CONSULTANT, or termination of services as provided in Section 12, 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.

8. **WORK SCHEDULE AND PROJECT PRIORITIES.** On a weekly basis, the City Planner or Development Services Director shall provide a written authorization to CONSULTANT of work to be performed during the following week. In order to ensure efficiency and budgetary oversight, a limitation in the number of hours that CONSULTANT may work may be included in the weekly work authorization. This weekly work authorization may be modified by the City Planner or Development Services Director at any time, however, all changes must be written.

9. **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.

10. **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.

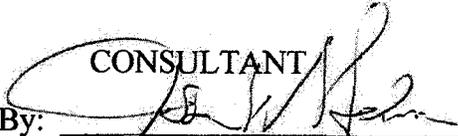
Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions

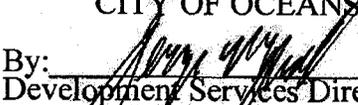
Contract Planner Services

of this Agreement are severable.

- 11. **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.
- 12. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing written notice of no less than two (2) business days 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.
- 13. **EFFECTIVE DATE.** This Agreement shall be effective on December 17, 2013.
- 14. **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: 
 John Helmer
 By: JOHN V. HELMER / CONSULTANT
 Name/Title
221-68-2435
 Employer ID No.

CITY OF OCEANSIDE
 By: 
 Development Services Director
 APPROVED AS TO FORM:

 City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On Dec 13, 2013 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/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 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: _____

STATEMENT OF ECONOMIC INTERESTS
COVER PAGE

Date Received
 Official Use Only

Please type or print in ink.

NAME OF FILER (LAST) HELMER (FIRST) JOHN (MIDDLE) W

1. Office, Agency, or Court

Agency Name CITY OF OCEANSIDE Your Position CONTRACT PLANNER
 Division, Board, Department, District, If applicable

► If filing for multiple positions, list below or on an attachment.

Agency: _____ Position: _____

2. Jurisdiction of Office (Check at least one box)

State Judge or Court Commissioner (Statewide Jurisdiction)
 Multi-County _____ County of _____
 City of OCEANSIDE Other _____

3. Type of Statement (Check at least one box)

Annual: The period covered is January 1, 2012, through December 31, 2012.
 -or- The period covered is _____ through December 31, 2012.
 Assuming Office: Date assumed 12/16/2013
 Leaving Office: Date Left _____ (Check one)
 Candidate: Election year _____ and office sought, if different than Part 1: _____
 The period covered is January 1, 2012, through the date of leaving office.
 The period covered is _____ through the date of leaving office.

4. Schedule Summary

Check applicable schedules or "None." **► Total number of pages including this cover page: _____**

Schedule A-1 - Investments - schedule attached Schedule C - Income, Loans, & Business Positions - schedule attached
 Schedule A-2 - Investments - schedule attached Schedule D - Income - Gifts - schedule attached
 Schedule B - Real Property - schedule attached Schedule E - Income - Gifts - Travel Payments - schedule attached

-or-
 None - No reportable interests on any schedule

5. Verification

MAILING ADDRESS (Business or Agency Address Recommended - Public Document) STREET CITY STATE ZIP CODE
708 FIELDSTONE LANE ENCINITAS CA 92024
 DAYTIME TELEPHONE NUMBER E-MAIL ADDRESS (OPTIONAL)
(760) 415-2098 jwhelmer4@gmail.com

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed 12/13/2013
 (month, day, year)

Signature [Handwritten Signature]
 (file the originally signed statement with your filing official)

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

PROJECT: Contract Planner

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated March 10, 2014 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and John Helmer herein after designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated December 17, 2013, 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 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 by \$35,000.

AMENDMENT

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

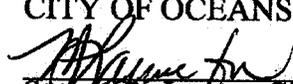
1. **SCOPE OF WORK:** Hourly services for the position of Contract Planner will continue as specified in the agreement.
2. **COMPENSATION:** Total compensation for all work performed in accordance with this amendment shall not exceed \$35,000. Hourly billing rate will continue at \$70.00 per hour worked
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.

By: CONSULTANT

John Helmer

By: CITY OF OCEANSIDE

Steven R. Jepsen, City Manager

Date: 03/03/2014

Date: 3/19/14

By: _____

Date: _____

APPROVED AS TO FORM:

224-68-2435
Employer ID No.


Caitlin Hamilton, ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

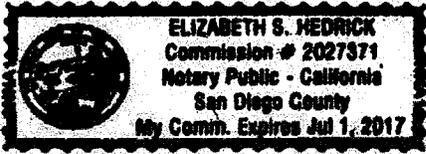
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On March 3, 2014 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/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 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: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

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		
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

CITY OF OCEANSIDE
AMENDMENT 2 TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: Contract Planner

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated October 1, 2014 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and John Helmer herein after designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated December 17, 2013 and Amendment 1 dated March 10, 2014, hereinafter referred to collectively as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the Development Services Department is in 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 by \$13,000.

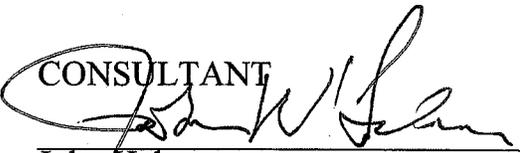
AMENDMENT

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 \$13,000. The 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.

By: CONSULTANT

John Helmer

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

Date: 9/17/14

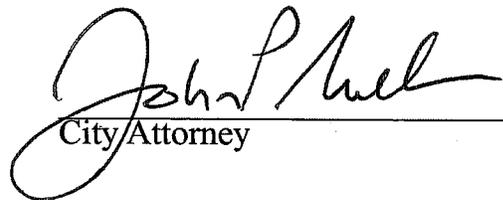
Date: _____

By: _____

Date: _____

APPROVED AS TO FORM:

Employer ID No. _____


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

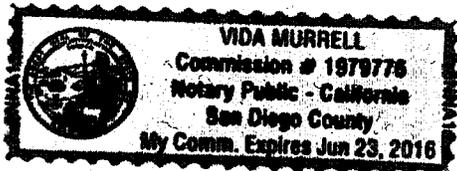
State of California

County of San Diego

On 9/17/14 before me, VIDA MURRELL, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John W. 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/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 2 PSA Contract Planner

Document Date: October 1, 2014 Number of Pages: 2

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: _____

