

STAFF REPORT



ITEM NO. 8

CITY OF OCEANSIDE

DATE: May 20, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **AMENDMENT 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH WILLIAM RAMSEY FOR CONTRACT PLANNING SERVICES**

SYNOPSIS

Staff recommends that the City Council approve Amendment 2 in the amount of \$72,000 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 was assigned numerous entitlement proposals and has successfully worked with applicants toward project completions. Amendment 1 adding funds to the contract in the amount of \$44,880 enabled the continuity and consistency of services. The contract will terminate upon all funds being expended which will leave some high priority projects to be transitioned and a lack of consistent service. No change to the hourly contract rate is proposed in conjunction with this amendment to the Professional Services Agreement. Approval of Amendment 2 will provide for a total Agreement amount not to exceed \$131,880.

Amendment 2 is based on increasing hours during the remainder of the current Fiscal Year (FY) 2014-15 (\$12,000 from M&O and CIP), as well as providing services for FY 2015-16. The Development Services Department budget, as proposed for FY 2015-16, includes two new full-time planner positions that are offset by \$100,000 of professional services budget (contract planners). However, the FY 2015-16 budget proposal includes a remaining \$20,000 in professional services which would fund part of this contract extension for the continuity of service on existing project assignments. The remaining funding for this contract extension would come from developer deposits and CIP dollars allocated to the Multiple Habitat Conservation Program, as shown in the Fiscal Impact portion of this report.

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 the Agreement through Amendment 2 would allow for improved and responsive service to project applicants seeking development approvals, as well as provide immediate attention to the Multiple Habitat Conservation Plan. Projects currently under review by William Ramsey include but are not limited to: Presidio Apartments, Cornwell Biotech Center, Park Villas, Sudberry, El Corazon Specific Plan, and Multiple Habitat Conservation Plan.

FISCAL IMPACT

The contract amendment will be budgeted and paid to the following accounts:

Account Name	Account Number	Available Balance	Contract Amount	
			FY 14-15	FY 15-16
Deferred Revenue – Developer Deposits	101.2076.0002	\$680,000		\$20,000
Planning Administration Maintenance and Operations	450404101.5305	\$50,000	\$9,000	\$20,000
CIP Drainage Program – Multiple Habitat Conservation	425417514.5305	\$145,000	\$3,000	\$20,000
Total		\$875,000	\$12,000	\$60,000

Sufficient funds are available for continuity of services in the current FY 2014-15. For FY 2015-16 the amounts will be budgeted in the same accounts. The funding sources for the contract amendment are Developer Deposits, General Fund, and Drainage Program Fees; respectively.

INSURANCE REQUIREMENTS

The City’s standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

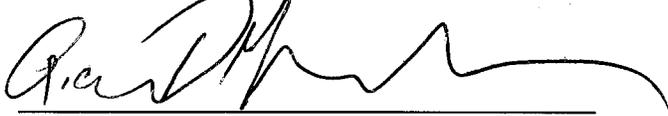
CITY ATTORNEY'S ANALYSIS

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 \$72,000 to the Professional Services Agreement with William Ramsey for contract planning services, and authorize the City Manager to execute the amendment.

PREPARED BY:



Richard Greenbauer
Principal Planner

SUBMITTED BY:



Michelle Skaggs Lawrence
Interim City Manager

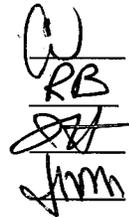
REVIEWED BY:

Peter A. Weiss, Assistant City Manager

Rick Brown, Interim Development Services Director

Jeff Hunt, Interim City Planner

Jane M. McPherson, Interim Financial Services Director



ATTACHMENTS:

Amendment 2

CITY OF OCEANSIDE
AMENDMENT 2 TO
PROFESSIONAL SERVICES AGREEMENT

SERVICE: To Serve as a Contract Planner

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated May 20, 2015 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 and Amendment 1 dated August 20, 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 revise the scope of work and increase the contract price and dates.

AMENDMENT

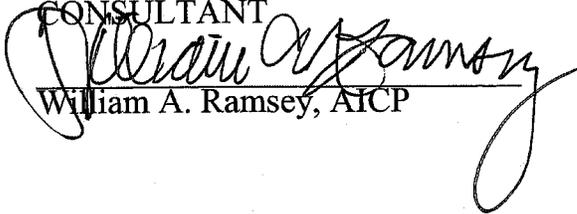
NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 1, SCOPE OF WORK; is hereby amended to read as follows: 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 and assist with the Multiple Habitat Conservation Plan.
2. Section 6, COMPENSATION; is hereby amended to provide that total compensation for all work performed in accordance with this amendment shall not exceed \$72,000, for total compensation under the Agreement not to exceed \$131,880. 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.

By: CONSULTANT

William A. Ramsey, AICP

By: CITY OF OCEANSIDE
Michelle Skaggs Lawrence
Interim City Manager

Date: MAY 5, 2015

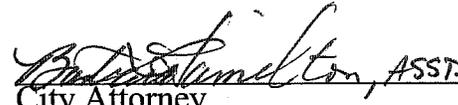
Date: _____

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

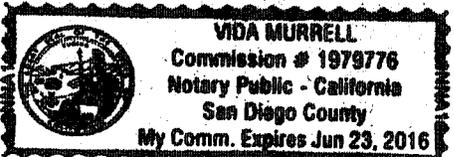
On May 5, 2015 before me, VIDA MURRELL, Notary Public

Date *Here Insert Name and Title of the Officer*
personally appeared William 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 this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

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

Signer Is Representing: _____

Signer Is Representing: _____