



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

Approve Amendment to Professional Services Agreement with Lisa Newman

RECOMMENDED MOTION:

Approve Amendment to Professional Services Agreement with Lisa Newman

SUMMARY

The City Council approved a Professional Services Agreement for planning consultant services with Lisa P. Newman dated October 31, 2006. Pursuant to Section 4 of the Agreement, Ms. Newman has received compensation in the amount of \$115 per hour. Ms. Newman has requested a \$10 per hour rate increase.

BACKGROUND

The Planning Division of the Community Development Department utilizes the services of two planning consultants – Lisa Newman and Lorraine Weiss. Ms. Newman's current contract with the City provides that she will be compensated in the amount of \$115 per hour. Ms. Newman sent the City a letter dated April 16, 2008 and requested that her hourly rate be increased by \$10.00 per hour to \$125.00. Ms. Weiss currently bills the City at the rate of \$115.00 per hour.

Pursuant to Section 1.09.030 of the Sausalito Municipal Code costs for the services of outside consultants are billed to the project applicant. It is the intent of the Community Development Director to use the services of the outside planning consultants on such cost recovery projects.

FISCAL IMPACT

Fees for the use of outside consultants are paid by the applicant and deposits are collected prior to the commencement of the work therefore to the extent that Ms. Newman is utilized on such projects the fiscal impact to the City will be neutral.

Item #: 482
Meeting Date: 5-20-08
Page #: 1

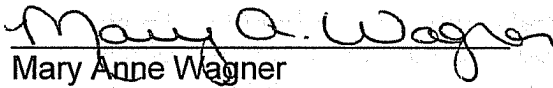
STAFF RECOMMENDATIONS

Staff recommends that the City Council approve the attached modifications to the Professional Services Agreement with Lisa Newman for planning consultant services to the Planning Division.

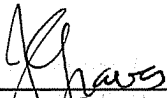
ATTACHMENTS

- Exhibit A – First Amendment to Professional Services Agreement with Lisa Newman
- Exhibit B – Professional Services Agreement with Lisa Newman dated October 31, 2006
- Exhibit C – April 16, 2008 letter from Lisa Newman

PREPARED BY:


 Mary Anne Wagner
 City Attorney

REVIEWED AND APPROVED BY:


 Jeremy Graves
 Community Development Director

SUBMITTED BY:

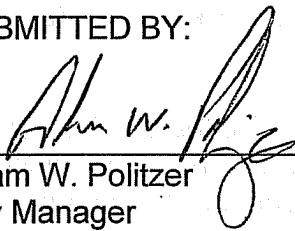

 Adam W. Politzer
 City Manager

Exhibit A

Item #: 432
Meeting Date: 5-20-08
Page #: 3

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This **FIRST AMENDMENT TO PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Amendment") is made and entered into this 20th day of May, 2008, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **LISA P. NEWMAN** (hereinafter "Consultant").

RECITALS

The following Recitals are a substantive part of this Agreement:

A. City and Consultant entered into a Professional/Consulting Services Agreement dated as of October 31, 2006 (the "Agreement"). Pursuant to the Agreement, the Consultant provides the City with certain planning, building and community development services as requested by the Community Development Director.

B. Under the terms of the Agreement Consultant is compensated at the rate of \$115.00 per hour. Consultant has requested that the hourly rate be increased to \$125.00 per hour.

C. City and Consultant desire to enter into this Amendment to increase the hourly rate paid to Consultant.

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

Section 1. Compensation

The hourly rate paid Consultant pursuant to Section 4 of the Agreement shall be increased by \$125.00 per hour.

Section 2. Effect on Agreement.

Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

Section 3. Entire Agreement; Conflicts.

This Amendment and the Agreement contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Amendment and the Agreement shall not be modified or altered except in writing signed by both parties.

In Witness Whereof, City and Consultant have executed this Amendment as of the date first written above.

City of Sausalito

Consultant

Adam W. Politzer
City Manager

Lisa P. Newman

Approved as to form:

Mary Anne Wagner
City Attorney

482
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Exhibit B

Item #: 4B2
Meeting Date: 5-20-08
Page #: 7

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CITY OF SAUSALITO
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this 31 day of October, 2006, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and Lisa P. Newman (hereinafter "Consultant").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

Section 1. Scope of Work

Consultant shall provide City with comprehensive Planning, Building and Community Development services as requested by the Community Development Director or his designee, which may include any and all of the following and as more explicitly described in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full:

- The Community Development Department will assign a limited number of current planning applications such as single-family home design review, subdivision, commercial, mixed use and use permit applications.
- Coordinate and perform responsible planning and building work in connection with the processing of design review and other development applications.
- Prepare planning reports for presentation and make recommendations for action to the Historic Landmarks Board, Planning Commission and City Council.
- Assist architects and individuals to resolve municipal Planning problems pertaining to assigned projects.
- Review plans for conformance with City zoning, building and development standards.
- Perform related duties as assigned.

The duties and services required of Consultant under this Agreement and pursuant to this Section 1 and Exhibit A are referred to throughout the remainder of this Agreement as "the Work."

Section 2. Responsible Individual

The individual directly responsible for the performance of the duties of Consultant is Lisa P. Newman. Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so.

482
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Section 3. Work Schedule

Consultant shall be available to work up to 15 hours per week to provide the Work immediately upon receipt of the signed Agreement from the City and shall complete each task in a timely manner thereafter. Office hours shall be on days agreed to by Consultant and Community Development Director. Consultant shall not be held responsible for delays caused beyond her reasonable control.

Section 4. Compensation

In consideration of the performance of the Work described in Section 1 pursuant to the schedule set forth in Section 3, Consultant shall be compensated at the rate of: \$115 per hour for work performed. Invoices will be processed by the City and paid within 30 days. Consultant shall not charge City for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by Consultant in connection with Consultant's provision of the Work. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

Section 5. Amendments

In the event City desires to retain Consultant for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

Section 6. Independent Contractor - Subcontractors

It is specifically understood and agreed that in the making and performance of this Agreement, Consultant is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of City. The consultant shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Consultant acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Consultant hereby waives any and all claims to such rights and/or privileges.

Section 7. Consultant's Responsibility

It is understood and agreed that Consultant has the professional skills necessary to perform the Work, and that City relies upon the professional skills of the Consultant to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work.

Acceptance by City of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in her professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 4 of this Agreement.

It is understood and agreed that Consultant will obtain a City Business License to conduct work within the City and to retain professional or business liability insurance, and a valid California driver's license.

Section 8. Hold Harmless and Indemnification

Consultant shall indemnify, defend and save City, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Consultant, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the intentional, negligent or willful misconduct of the Consultant.

Section 9. Insurance

Consultant shall take out and maintain during the life of the Contract: a) Comprehensive General Liability and Automobile Liability insurance in an amount not less than \$1,000,000 combined single limit applying to bodily injury, personal injury and property damage.

The liability policy is to contain, or be endorsed to contain, the following provisions:

The City, its officers, elected and appointed officials, employees, contractors and agents must be named as a Named Insured under the coverage afforded with respect to the work being performed under the Agreement.

Section 10. Nondiscrimination

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 11. City Personnel Conflict of Interest

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 12. Consultant Conflict of Interest

Consultant covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

Section 13. Assignment

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of City.

Section 14. Ownership of Documents

Consultant agrees that all documents produced in the performance of this Agreement shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity. The Work shall be used solely for the project for which it was originally intended.

Section 15. Termination

City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Consultant shall be paid for all effort and material expended on behalf of the Work under the terms of this Agreement, less any charges against Consultant as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination, Consultant shall immediately cease to undertake any duties under the Agreement not yet underway, and shall limit its further activities up to the effective date of termination to those duties necessary to wind up work then underway.

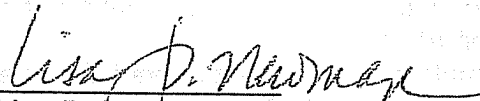
In Witness Whereof, City and Consultant have executed this Agreement as of the date first written above.

City of Sausalito

Consultant

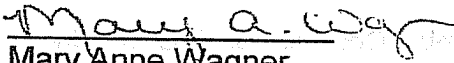


Dana Whitson
City Manager



Lisa P. Newman
Consultant

approved as to form:



Mary Anne Wagner
City Attorney

EXHIBIT A

SCOPE OF WORK

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13

EXHIBIT A

SCOPE OF WORK

Phase I – Pre-Application Review and Project Initiation

- a. Meet with City staff and project applicant/architect to initiate work on project applications;
- b. Complete a review of the preliminary application plans and materials and determine whether the project requires Environmental review pursuant to CEQA;
- c. Review the plans for completeness and prepare a letter to the applicant;
- d. Coordinate meeting(s) with department staff to gather comments on the preliminary plans;
- e. Evaluate comments and coordinate with applicant regarding any changes needed.

Phase II – Planning Process

- a. Prepare public notice for City staff distribution for Planning Commission (PC) or City Council (CC) meeting(s);
- b. Evaluate City policies/ordinances relevant to the project application;
- c. Prepare draft staff report for staff review, revise and prepare final staff report and packet for distribution;
- d. After the hearing, coordinate with applicant and staff regarding recommendations and any necessary plan revisions;
- e. If required, prepare draft and final staff report for City Council.

Phase III – Attendance at Public Hearings and Meetings

- a. Prepare for and attend public hearings by PC and CC and edit minutes;
- b. Coordinate and meet as necessary with City staff and Project Applicant team on issues that are raised during public hearings.

Phase IV – Project Administration and Post Action Processing

- a. Perform administrative tasks including monthly invoicing and any contract administration;
- b. Maintain individual project files.

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Exhibit C

Item #: 482
Meeting Date: 5-20-08
Page #: 15

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CITY OF SAUSALITO
COMMUNITY DEVELOPMENT

April 16, 2008

Mr. Jeremy Graves, Community Development Director
City of Sausalito
420 Litho Street
Sausalito, CA 95965

Subject: Proposal for Contract Amendment

Dear Mr. Graves,

Previously, I sent this letter via email to Diane Henderson. Since you are officially on board as Director, I have redrafted it for your review. I am working under contract with the City to provide planning services for four different projects. My contract was initiated on October 31, 2006 and based upon a Scope of Work proposal that identified my hourly rate at \$115 for the duration of one year. Community Development Director Paul Kermoyan had asked me to provide a discounted hourly rate and I agreed to reduce my rate from \$125 to \$115 for the period of one year. Prior to the end of a year, Mr. Kermoyan left the City.

Now, 18 months have passed and I would appreciate approval of a contract amendment to provide an hourly rate of \$125, consistent with what I charge other cities for my services. Section 5 of my Professional/Consulting Services Agreement requires that "changes and adjustments to compensation due Consultant shall be made only by written and signed amendment to the Agreement." This letter is intended to fulfill that requirement and to that end I have provided signature lines below for the City Manager and the City Attorney, consistent with the Agreement.

Thank you for your consideration of this contract amendment. I continue to enjoy providing planning services for the City of Sausalito and look forward to working with you in your new role as Director. If you have any questions, please contact me at 492-0300 or via e-mail: npaplan@aol.com.

Sincerely,

Lisa P. Newman
Consultant

Signed/Dated, City Manager

Signed/Dated, City Attorney

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THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY
5800 S. UNIVERSITY AVENUE
CHICAGO, ILLINOIS

RECEIVED
JAN 15 1954

Dear Sirs:

I am pleased to inform you that your paper, "The Structure of the Benzene Ring," has been accepted for publication in the *Journal of Chemical Physics*. The paper will appear in the issue of January 15, 1954.

I am sure that your work will be of great interest to the readers of the *Journal*.

Very truly yours,
R. S. Stein

Enclosed for you are two copies of the *Journal*. One copy is for you and the other is for your files. I am sure that you will find the paper of interest.

I am sure that your work will be of great interest to the readers of the *Journal*.

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R. S. Stein

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