



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE

Temporary Staffing Contract with Public Vision Research

RECOMMENDED MOTION

Approve the First Amendment to the Professional/Consulting Services Agreement with Public Vision Research and Authorize the City Manager to execute the Amendment on behalf of the City

BACKGROUND

In January 2009 an Associate Planner position became vacant through a staff resignation. Assistant Planner Lilly Schinsing was promoted to the position and recruitment of an Assistant Planner was initiated. In order to assure continued processing of planning permits during the recruitment of a permanent Assistant Planner, the City contracted with Public Vision Research, for the interim services of Brian Stanke who had previously served as a contract planner with the City in the summer and fall of 2008.

FISCAL IMPACT

Section 3.30.520 of the *Municipal Code* requires City Council approval of professional or special service contracts greater than \$15,000. On January 30, 2009, staff signed an agreement with Public Vision Research which was limited to a maximum duration of five weeks in order to assure the cost did not exceed \$15,000 (see **Attachment 2** for agreement). The need for the interim services has continued beyond the five week time period and staff is requesting City Council approval of an amendment of the agreement for a maximum total duration of 20 weeks. This time frame would carry the agreement through the expected start of a permanent Assistant Planner in early June. Interviews with the Assistant Planner candidates are tentatively scheduled for late April. The maximum total cost for the interim planner agreement would be approximately \$47,000. This amount is approximately equivalent to the Department's salary savings for the vacant permanent Assistant Planner position.

A draft amendment is attached (see **Attachment 1**).

RECOMMENDATION


Staff recommends that the City Council approve the First Amendment to the Professional/Consulting Services Agreement with Public Vision Research and authorize the City Manager to execute the Amendment on behalf of the City (see **Attachment 1**).

Item 4B11
Meeting Date 4/7/2008
Page 1

ATTACHMENTS

1. First Amendment to the Professional/Consulting Services Agreement with Public Vision Research (Draft)
2. Professional/Consulting Services Agreement with Public Vision Research

PREPARED BY



Jeremy Graves, AICP
Community Development Director

REVIEWED BY:

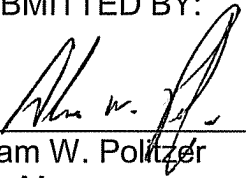


Charles Francis
Interim Finance Director

REVIEWED BY:

Mary Wagner
City Attorney

SUBMITTED BY:



Adam W. Politzer
City Manager

H: Contract Employees\Interim Planner – Staff Report 04-07-09

CITY OF SAUSALITO
PROFESSIONAL/CONSULTING SERVICES AGREEMENT – FIRST AMENDMENT

In accordance with Section 5 (Amendments) of the Professional/Consulting Services Agreement dated January 30, 2009 between the CITY OF SAUSALITO, a municipal corporation (hereinafter "City") and Public Vision Research, LCC (hereinafter "Consultant"), the Agreement is amended as follows.

Section 1 (Scope of Work) is amended to read,

"Consultant shall provide City with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full, with the following modification of the Duration of Assignment, "Up to twenty (20) weeks. If additional time is required, City staff will promptly request City Council authorization to extend the term of the agreement.

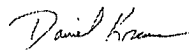
"The duties and services required of Consultant under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "the Work." "

In Witness Whereof, City and Consultant have executed this Amendment as of the _____ day of April 2009.

City of Sausalito

Consultant

Adam W. Politzer
City Manager



Digitally signed by Daniel Krause
DN: cn=Daniel Krause, o=Public Vision
Research, LLC, ou,
email=daniel@publicvisionresearch.
com, c=US
Date: 2009.04.02 08:08:57 -07'00'

Daniel Krause
Member and Manager

Approved as to form:

Mary Anne Wagner
City Attorney

H:\Contract Employees\ Agreement-Interim Planner-Amendment-PVR

ATTACHMENT 1
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CITY OF SAUSALITO
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this 30th day of January, 2009, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and Public Vision Research, LCC (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 the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full, with the following modification of the Duration of Assignment, "Minimum five (5) weeks. City staff will promptly request City Council authorization for additional five (5) weeks, with option to continue beyond that time based upon funding authorized by the City Council."

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

Section 2. Responsible Individual.

The individual directly responsible for performing the services called for under this Agreement is Brian Stanke, an employee of Consultant. Daniel Krause, a Member and Manager of Consultant, warrants the performance of the work on behalf of Consultant and warrants that he has the authority to execute this Agreement on behalf of Consultant

Section 3. Work Schedule.

The Consultant's work schedule shall be as described in Exhibit A.

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 set forth in Exhibit A. 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.

ATTACHMENT 2
(6 PAGES) 4B11
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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 his professional judgment, the Work can and shall be completed for the compensation set forth in Section 4 of this Agreement.

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; (b) professional liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.

The liability policy(ies) are 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 it 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.

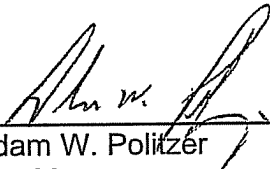
City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Consultant 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,

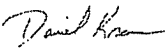
except that upon notification of such termination, Consultant shall immediately cease to undertake any duties under the Agreement not yet underway, and shall limit its further activities up to the effective date of termination to those duties necessary to wind up work then underway.

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

City of Sausalito

Consultant - Public Vision Research, LLC


Adam W. Politzer
City Manager


Digitally signed by Daniel Krause
DN: cn=Daniel Krause, o=Public
Vision Research, LLC, ou,
email=daniel@publicvisionresear
ch.com, c=US
Date: 2009.01.30 14:08:53 -08'00'
Daniel Krause
Member and Manager

Approved as to form:

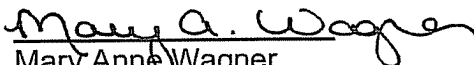
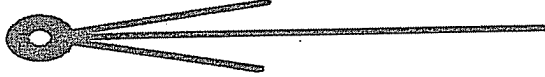

Mary Anne Wagner
City Attorney
H:\Contract Planners\Brian Stanke Agreement -Short Term

EXHIBIT A

SCOPE OF WORK

Public Vision Research Proposal, dated January 21, 2009

Public Vision Research



Jeremy Graves, Director
City of Sausalito, Community Development Department
420 Litho Street
Sausalito, CA 94965

January 21, 2009

Re: Revised Proposal to provide a Contract Planner

Dear Jeremy:

Below is a revised proposal, updating yesterday's document.

Proposal:

Public Vision Research will assign Brian Stanke as a Contract Planner to the City of Sausalito's Community Development Department.

Hours per week: Full-time on a 9/80 schedule, with limited weekday overtime on an as needed basis.

Duration of assignment: Minimum 10 weeks with the option to continue beyond that time.

Rate: \$58/hour

Travel expenses will not be charged for reimbursement.

Please let me know if you have any questions. You can reach me at 415.559.8836

Best Regards,

A handwritten signature in cursive script that reads "Daniel Krause".

Daniel Krause, Principal