SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NUMBER F001111 WITH LAND LOGISTICS, INC.

This Second Amendment to Agreement number F001111, dated December 22, 2015 ("Agreement") is made as of this <u>20th</u> day of <u>June</u>, 2017, by and between the City of Santa Rosa, a municipal corporation ("City"), and Land Logistics, Inc. ("Consultant").

RECITALS

- A. City and Consultant entered the Agreement for Consultant to provide temporary agency staffing support with entry- and senior-level planning consultants for the purpose of processing and plan checking a wide range of development projects and entitlement applications, as previously amended on September 13, 2016 for total compensation and time of performance.
- B. City and Consultant now desire to amend the Agreement for the purpose of revising the scope of services, increasing compensation and time of performance.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 1. Scope of Services

Exhibit A to the Agreement is supplemented by Exhibit A-1 to this Amendment.

2. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$100,000 to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of three hundred thousand dollars and no cents (\$300,000). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 080301-5320."

3. Section 12. Time of Performance

The last sentence of Section 12 is amended to read as follows:

"Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than September 30, 2018."

Amendment to Professional Services Agreement Form approved by the City Attorney 8-8-14 All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONSULTANT:

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CITY OF SANTA ROSA a Municipal Corporation

Name of Firm: Land Logistics, Inc.

TYPE OF BUSINESS ENTITY (check one):

mentionbergiisinise	Individual/Sole Proprietor
	Partnership
<u> </u>	Corporation
and the second second second	Limited Liability Company
	Other (please specify:

Signatures of Authorized Persons:

BMi Mar

Print Name: Brian Millar

By: Print Name:

Title:

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

Title: President By: ______BMillar Print Name: Brian Millar Title: Secretary

By:

City Clerk

City of Santa Rosa Business Tax Cert. No. 9997054386

Attachment: Exhibit A-1 - Scope of Services

Amendment to Professional Services Agreement Form approved by the City Attorney 8-8-14

Page 2 of 2

LAND LOGISTICS

May 2, 2017

Clare Hartman, AICP Deputy Director - Planning Community Development – Planning Division City of Santa Rosa 100 Santa Rosa Avenue, Room 3 Santa Rosa, CA 95404

Re: Amendment to Contract for Agency Staffing for Planning Division - Development Review Section

Dear Ms. Hartman,

LAND LOGISTICS is pleased to submit this amended summary contract proposal to provide for continuing Contract Planning Staff Support Services to the City of Santa Rosa's Planning Division, Development Review Section.

Understanding of City's Request for Services

LAND LOGISTICS understands that the City of Santa Rosa continues to seek Plan Review Service support with entry-level contract staff, focused primarily on permit processing, including tree permits, signs, minor design review, hillside development, landmark alterations and selected use permits, as well as more complex Planning projects. These actions can include permit routing, preparing for public hearings, and project plan checks.

Proposed Staffing Details

LAND LOGISTICS would continue to utilize Monet Sheikhali for this assignment.

Proposed Scope of Work

General work responsibilities under this amended contract for LAND LOGISTICS staff are expected to include the following:

- Ms. Sheikhali would continue to process minor land use and development permits as assigned by the Supervising Planner. These are expected to include:
 - o Tree removal permits
 - o Sign permits
 - o Minor design review projects
 - o Hillside development
 - o Landmark alterations
 - o Use permits
 - o Zoning verification letters
 - Preparation of associated CEQA documentation.

Exhibit A-1



- Processing of development applications will include initial application referrals, initial project analysis, preparing correspondence, maintaining hard-copy and electronic file records, preparation of draft and final staff reports, conditions of approval and resolutions, and associated plan checks.
- o Perform other duties and research as assigned by the Deputy Director or Supervising Planner.

LAND LOGISTICS will continue to make Ms. Sheikhali's services available for 32 to 40 hours per week. The vast majority of this would be provided on-site at the City offices, consisting of four full consecutive work days; where workload requires additional time in any given week, Ms. Sheikhali would provide a fifth day of staffing services at the City offices. The work schedule will be coordinated in advance with the Supervising Planner.

Billing Rates

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LAND LOGISTICS will provide the above services at the following rates:

- Ms. Sheikhali will bill at a rate of \$70/hour.
- This collective scope of work under this amended contract will not exceed \$100,000 in billing without prior authorization from the City and amendment to this scope of services.
- LAND LOGISTICS will provide monthly invoices summarizing work efforts.

Terms of Contract

LAND LOGISTICS currently is not under contract with the City of Santa Rosa. It is anticipated that the term of this contract amendment would run for up to one year from the date of execution, with extension of time of service possible subject to LAND LOGISTICS's and the City of Santa Rosa's agreement as to terms and conditions. The term of this contract may also be reduced, at the discretion of the City. LAND LOGISTICS has reviewed the terms of the City's standard Professional Services Agreement, and accepts its terms, insurance coverage and contractor requirements.

If you have any questions regarding this proposal, please contact Brian Millar, Principal, at (530) 902-9218, or by email at <u>brian@landlogistics.com</u>.

Sincerely,

BANNAA

Brian Millar Principal

Land Logistics 216 F Street, #38 Davis, CA 95616