

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 19, 2020

**To:** Honorable Mayor & Members of the City Council

**From:** Development Services Department

**Presentation by:** Benjamin Moody, Development Services Director

---

**Summary**

**Subject:** Contract Amendment with Land Logistics for Planning Consulting Services

**Recommendation:** Authorize the City Manager to amend the existing Professional Services Agreement between the City of Yuba City and Land Logistics of Davis CA, subject to approval as to legal form by the City Attorney, to increase the FY 19/20 contract in the amount of \$35,000, from \$261,400 to \$296,400, with the finding that it is in the best interest of the City

**Fiscal Impact:** FY 19/20 \$35,000 - Account No. 1910-62701. The expense is offset by Materials, Supplies, and Salary Savings from remaining vacant positions in the Development Services Department

---

**Purpose:**

To provide for planning and development entitlement services to the public until staff development occurs to reduce need.

**Background:**

The Development Services Department's Planning Division has had substantial personnel changes over the last year, with vacancies and recruitments occurring for the Planning Manager, Assistant Planner, and Director positions. A Professional Services Agreement with Brian Millar of Land Logistics was approved for \$75,000 by the City Council at its meeting on June 18, 2019, then increased at the November 5<sup>th</sup>, 2019 meeting to a new total amount of \$261,400. The contract provided full department planning services and oversight. Besides Mr. Millar serving as the Interim Director of Development Services for an approximate six month stay, Land Logistics provided additional staffing to accommodate the ongoing vacancies of the Assistant Planner and Planning Manager positions.

The initial agreement with Land Logistics was to provide for services through September 2019, until the new City Manager started with the City in the beginning of September, and could then evaluate the Departmental needs. The agreement was then amended to provide services by Land Logistics until the Assistant Planner, Planning Manager, and Development Services Director positions were filled, which was originally anticipated to occur by early 2020.

As of January 2020, the Director and Assistant Planner positions have been filled, however the City has been unsuccessful in recruiting for the senior level Planning Manager position. With this delay in recruitment for a senior level position, the Department has been utilizing Land Logistics for a longer time period than originally proposed, to help keep development entitlement processes moving forward.

**Analysis:**

Due to the remaining vacancy of a full time, experienced planner, the Development Services Department is utilizing professional consultants to provide their expertise for necessary environmental assessments and development entitlement processes to keep project applications moving forward in a timely manner.

The FY 19/20 budget for the total salary and benefits cost associated with the Planning Manager position is approximately \$164,000. The proposed contract amendment provides for continued service, in a reduced capacity, to reflect the additions of the Assistant Planner and Director positions through the remainder of the fiscal year.

Services will include, on an as needed basis:

- Environmental analysis to implement the California Environmental Quality Act (CEQA)
- Development coordination for planning projects

**Fiscal Impact:**

The proposed contract amendment will increase the existing contract by \$35,000. Should this amount be approved the remaining approximate total estimated savings in the Development Services budget for FY 19/20 is \$30,000. Savings are associated with remaining vacancies, and from reductions in budgeted materials and supplies. This will provide contract services through the remainder of the fiscal year.

Staff will re-evaluate need and contract scope in the next couple of months as to how to best proceed forward to provide efficiencies for the City, public, and recognizing impacts from the COVID-19 pandemic.

**Alternatives:**

Direct staff to obtain proposals from other Planners/Firms or coordinate work internally. Alternatives will lead to a delay of development processing due to limited staffing resources in the Department.

**Recommendation:**

Authorize the City Manager to amend the existing Professional Services Agreement between the City of Yuba City and Land Logistics of Davis, CA, subject to approval as to legal form by the City Attorney, to increase the FY 19/20 contract in the amount of \$35,000, from \$261,400 to \$296,400, with the finding that it is in the best interest of the City.

**Attachments:**

1. Existing Land Logistics Amendment to Agreement for Professional Services
2. Proposed Scope of Services

Prepared by:

/s/ Benjamin K. Moody

Benjamin K. Moody  
Development Services Director

Submitted by:

/s/ Diana Langley

Diana Langley  
Interim City Manager

Reviewed by:

Finance

City Attorney

SM

SLC by email

# ATTACHMENT 1

**AMENDMENT NO. 1 TO  
AGREEMENT FOR PROFESSIONAL SERVICES**

This Amendment No. 1 to the Agreement for Professional Services (First Amendment) is made and entered into effective as of October 1, 2019, by and between the City of Yuba City, a municipal corporation ("City") and Land Logistics, Inc. ("Consultant").

**RECITALS**

- A. The City previously entered into an Agreement for Professional Services effective July 1, 2019, with Consultant relative to the provision of consulting services ("Agreement").
- B. The City and Consultant now desire to enter into this First Amendment to the Agreement to increase the total compensation amount from \$75,000 to up to \$261,400.

**AGREEMENT**

- 1. Recitals. The Recitals are incorporated into this First Amendment as if set forth in full herein.
- 2. Compensation. Section 3 of the Agreement is amended to read as follows:

Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed ~~\$75,000~~ \$261,400 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
- 3. Attachment B. The Agreement is amended to add a new Attachment "A-2." Attachment "A-2" shall supplement and, to the extent there are inconsistencies, supersede the Scope of Services as set forth in Attachment "A" to the Agreement. In no event shall any Attachment modify the total compensation authorized by Section 3 of the Agreement.
- 4. Remainder Unchanged. Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and is binding upon the Parties.
- 5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed on the date first written above.

**CITY OF YUBA CITY:**

By: 

**Michael Rock  
City Manager  
City of Yuba City**

**CONSULTANT:**

By 

**Brian Millar  
President  
Land Logistics, Inc.**

Attachments:      Exhibit 1 – Attachment A-2.  
                         Exhibit 2 – Agreement for Professional Services dated July 1, 2019



October 18, 2019

Michael Rock  
City of Yuba City  
1201 Civic Center Blvd  
Yuba City CA 95993

RE: Provision of Planning support Services to City of Yuba City

Dear Mr. Rock,

On behalf of Land Logistics, below is my estimate of costs, inclusive of our work in October 2019, and based on the following assumptions:

- 1) my continuation in the dual role of Interim Development Services Director and Planning Manager through February 2020, at the continued rate of \$135/hr at an average of 36 hrs/wk for 20 weeks = \$97,200. (Assumes the Director position is filled by end of February 2020.)
- 2) continuation of our staffing coverage for the vacant Assistant Planner position through December 2019, at the continued rate of \$90/hr at an average of 40 hrs/wk for 12 weeks = \$43,200. (Assumes the Assistant Planner position is filled starting in January 2020.)
- 3) use of other Land Logistics senior staff for project management/project processing, through February 2020, at the continued rate of \$115/hr at an average of 20 hrs/wk for 20 weeks = \$46,000.

Totals for the above services: \$186,400.

Sincerely,

Brian Millar, AICP  
President

**Exhibit 2**

**AGREEMENT FOR PROFESSIONAL SERVICES  
DATED JULY 1, 2019**

## ATTACHMENT 2

March 13, 2020

Benjamin Moody  
Development Services Director  
City of Yuba City  
1201 Civic Center Boulevard  
Yuba City, CA 95993

**RE: Extended Provision of Independent Contract Planning Support Services**

Dear Mr. Moody,

On behalf of Land Logistics, I am pleased to submit this summary proposal to provide extended independent contract Planning support services to the City of Yuba City.

**Proposed Scope of Work**

General work responsibilities under this contract include the following:

- Provision of Project Planners and Project Managers. Land Logistics would continue to provide the services of Kathleen Franklin, Gary Pedroni and Brian Millar, to serve in this role on an as-needed basis. Anticipated duties include:
  - Review of development applications (such as use permits, tentative maps).
  - Application routing.
  - Coordination with project applicants.
  - Completion of draft and final staff reports, including conditions of approval.
  - Completion of Initial Studies and Mitigated Negative Declarations.
  - Preparation of notices.
  - Project tracking.
  - Plan check reviews.
  - Training of the recently-hired Assistant Planner.
  - These work tasks would be performed through a combination of work at the City offices and work conducted remotely, to be coordinated with the Director.
- For the period through June 30, 2020, Kathleen Franklin would provide an average of 24 hours of work per week on the above-noted tasks, with support services on Project Management from Gary Pedroni, and with overall project management and additional staffing from Brian Millar. Collective weekly hours for all Land Logistics staff are anticipated in the 36-42 hour range.
- Staffing may possibly change, subject to Director approval, for the period of July – December 2020.

### **Billing Rates and Budget**

Land Logistics will provide the above services at the following rates and overall cost:

- Billing rates:
  - Mr. Millar: \$135.00 per hour.
  - Mr. Pedroni: \$115.00 per hour.
  - Ms. Franklin: \$105.00 per hour.
- Land Logistics will provide a monthly invoice summarizing work efforts.
- Noted is that this scope of work and budget is generalized, and if more detailed work is required, adjustment to this scope of work would be necessary.

### **Term of Contract**

It is anticipated that the term of this contract would run through December 31, 2020, with extension possible upon agreement by the City and Land Logistics.

If you have any questions regarding this proposal, please contact me at (530) 902-9218.

Sincerely,



Brian Millar, AICP  
President