

AGREEMENT AMENDMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Amendment #: 3046.1

AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND METROPOLITAN PLANNING GROUP (M-GROUP)

THIS FIRST AMENDMENT is made and entered into this 9/14/2020, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and METROPOLITAN PLANNING GROUP (M-GROUP), hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section 4 Compensation Payment of Agreement No. 3046, ("Agreement"), Section A Compensation and Payment [amendment to section] to read as follows"

"CITY should pay FIRST PARTY an all-inclusive fee that shall not exceed \$200,000 as described in Exhibit "A-1.1" Scope of Services – Compensation. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to without payment if the City determines that the quantity or quality of the work performed is unacceptable."

Except as modified by this Amendment, all other terms and conditions of Agreement No. 3046 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SIGNATURE PAGE TO FOLLOW

FOR FIRST PARTY:

DocuSigned by:
Heather Bradley
8D0B000B04B042F...

Signature

Heather Bradley

Printed name

Tax ID

Tax ID#

9/13/2020

Date

Principal & Treasurer

Title

APPROVED AS TO FORM:

DocuSigned by:
Cara E. Silver
CD6C63C794F6491...

Cara E. Silver, Interim City Attorney

9/13/2020

Date

FOR CITY OF MENLO PARK:

DocuSigned by:
Starla Jerome-Robinson
6BD907BD261744C...

Starla Jerome-Robinson, City Manager

9/14/2020

Date

ATTEST:

DocuSigned by:
Judi A. Herren
39280A20D0BE491...

Judi A. Herren, City Clerk

9/14/2020

Date

EXHIBIT A-1.1

SCOPE OF WORK- FIRST AMENDMENT**1. SCOPE OF SERVICES**

FIRST PARTY agrees to provide temporary staffing for the CITY'S Department of Community Development. In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

1. Review and processing of development applications, including communication with the applicant and the applicant's representatives, preparation of staff reports and recommendations, presentation of staff reports to City Commissions and the City Council or other related projects assigned by the Director of Community Development.
2. Other services needed by the City to accomplish work required by the City Council approved budget and priorities.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY in accordance with the following rate schedule up to a maximum contract amount of **\$200,000**. The specific hourly rate shall be determined by the FIRST PARTY and SECOND PARTY in relation to the requirements required by the City.

Rate Schedule

| Staff | Hourly Rate for 2020 |
|-----------------------|----------------------|
| Principal | \$210 - 260 |
| Principal Planner | \$165 |
| Project Manager | \$145 |
| Senior Urban Designer | \$145 |
| Senior Planner | \$145 |
| Environmental Planner | \$135 |
| Urban Designer | \$120 |
| Associate Planner | \$120 |
| Assistant Planner | \$95 |
| Planning Tech/Admin | \$80 |

FIRST PARTY shall be paid within fifteen (15) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in

paragraph five (5) below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

3. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section 1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

Change in the services because of changes in scope of the work.

Additional tasks not specified herein as required by the CITY.

The CITY and CONSULTANT shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Community Development Director.

4. INDEPENDENT CONTRACTOR STATUS

It is expressly understood and agreed by both parties that FIRST PARTY, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the CITY. However, CITY retains full rights in exercising judgment as to the time, place and manner of performing the services needed by the CITY. FIRST PARTY shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. FIRST PARTY shall be responsible for its own acts and those of its agents and employees during the term of this agreement. FIRST PARTY expressly warrants not to represent, at any time or in any manner, that FIRST PARTY is an employee of the CITY.

In any case where an opportunity is made available to FIRST PARTY, FIRST PARTY will determine whether it possesses sufficient training and background to carry out whatever objective is sought by the CITY. If FIRST PARTY accepts an engagement, such an acceptance is deemed affirmative admission that FIRST PARTY possesses the necessary skills, background and licenses to perform the needed services. FIRST PARTY acknowledges that the CITY will provide no training.

5. BILLINGS

FIRST PARTY's bills shall include the following information:

A brief description of services performed.

The date the services were performed.

The number of hours spent and by whom.

The current contract amount.

The current invoice amount.

Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section 2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.