



# Council Agenda Report

To: Mayor Uhring and the Honorable Members of the City Council

Prepared by: Richard Mollica, Planning Director

Reviewed by: Patricia Salazar, Development and Operations Manager

Approved by: Steve McClary, City Manager

Date prepared: September 21, 2023

Meeting date: October 9, 2023

Subject: Amendments to Agreements for Planning Contract Services

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**RECOMMENDED ACTION:** 1) Authorize the Mayor to execute Amendment No. 1 to Agreement with Joyce Parker-Bozylinski for planning contract services to allow for a one-year extension of the current existing agreement through December 13, 2024, and to update the rates for professional services as well as the total compensation; and 2) Authorize the Mayor to execute Amendment No. 1 to Agreement with JLee Engineering Inc. for planning contract services to allow for a one-year extension of the current existing agreement through October 11, 2024 and the total compensation.

**FISCAL IMPACT:** No additional appropriation is required. Funding for these agreements is included in the Adopted Budget for Fiscal Year (FY) 2023-24 in Account No. 101-2001-5100.00 (Planning - Professional Services). Since staff is proposing that the terms of the agreements extend into FY 2024-25, staff will budget funds for these agreements into the Proposed FY 2024-25 Budget.

**WORKPLAN:** Contract planners support numerous Work Plan items included in the Adopted Work Plan for FY 2022-23 such as Community Rebuilding, Accessory Dwelling Unit Ordinance, and various inter-agency projects. Staff continue to work on ongoing projects and normal business while the FY 2023-24 Work Plan is finalized.

**DISCUSSION:** The Planning Department utilizes contract planners to augment staffing levels to aid in the processing of current planning development applications and long-range planning efforts. In 2021, as a result of a Request for Proposal (RFP) process for planning contract services, the City entered into agreements with Joyce Parker-

Bozylinski and JLee Engineering, Inc. The agreements are set to expire in the near future.

Typically, the Planning Department issues an RFP for planning contract services every two years. However, in addition to the RFP issued in 2021, the City issued another RFP in 2023 to expand the pool of contract planners to assist with the backlog of planning applications. In order to streamline the RFP process, the City will not issue another RFP for planning contract services until Fall 2024. As such, given that the agreements will expire before the issuance of an RFP, staff recommends the City amend the consultants' agreements by one year to maintain services until the RFP is issued and agreements are awarded.

In addition to extending the term of the agreement, Joyce Parker-Bozylinski is requesting that her hourly rate be updated from \$150 to \$185 to align with industry standards, and staff recommends increasing the total agreement not-to-exceed from \$120,000 to \$200,000. Ms. Parker-Bozylinski provides services on a part-time basis and assists staff with long-range planning projects such as the Housing Element and the Accessory Dwelling Unit Ordinance.

For JLee Engineering, in addition to extending the term of the agreement, staff is recommending increasing the total agreement not-to-exceed from \$360,000 to \$540,000 for JLee Engineering, Inc. Currently, JLee Engineering provides one-full time contract position to process online requests to submit new and revised planning applications as well as substantial conformance submittals. In the last year, over 2,000 requests have been processed by this contract position. Due to the numerous vacancies in the Department, this position is still required to maintain services until staff can absorb the workload.

At this time, staff is requesting the Council amend the agreements to maintain continuity of services and staff will continue to evaluate staffing levels to assess the need for planning contract consultants.

ATTACHMENTS:

1. Amendment No. 1 to Professional Services Agreement with Joyce Parker-Bozylinski
2. Amendment No. 1 to Professional Services Agreement with JLee Engineering, Inc.

## AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on October 9, 2023, by and between the CITY OF MALIBU, hereinafter referred to as City, and Joyce Parker-Bozylinski, hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

### RECITALS

A. On October 11, 2021, the City entered into an Agreement with Consultant for contract planning services (the "Agreement").

B. The City desires to amend the Agreement to increase the compensation for services, schedule of fees, and extend the term of the Agreement, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. All references to Exhibit A shall be amended to refer to Exhibit B.
2. Section 2.0 – Term of Agreement, is hereby extended to December 13, 2024, unless otherwise terminated or extended as provided in the Agreement.
3. Section 4.0 – Compensation for Services, of the Agreement, is hereby amended as set for in Exhibit B.
4. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
5. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on \_\_\_\_\_, at Malibu, California, and effective as of October 9, 2023.

CITY OF MALIBU:

\_\_\_\_\_  
STEVE UHRING, Mayor

ATTEST:


\_\_\_\_\_  
KELSEY PETTIJOHN, City Clerk  
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED  
BY THE CITY ATTORNEY'S OFFICE

\_\_\_\_\_  
TREVOR RUSIN, Interim City Attorney

CONSULTANT:

  
\_\_\_\_\_  
By: Joyce Parker-Bozylinski  
Title: Principal

Attachment 1

## EXHIBIT B

### **Joyce Parker-Bozylinski Scope of Work & Schedule of Fees**

#### **PART A – GENERAL CONSULTING SERVICES**

The Consultant will provide general planning consulting services to the City of Malibu as requested by the City's Planning Director or his/her designee and will be responsible for providing a full range of planning services such as project management, ordinance development, policy development, development application review, environmental review and other related tasks. The scope of services shall include the following but are not limited to:

- General project management including establishing project tasks, schedule, and expectations
- Processing of City Zoning Ordinances and General Plan Amendments including the preparation of staff reports, resolutions, and ordinances
- Processing of Local Coastal Program Amendments including the preparation of staff reports, resolutions, ordinances, and complete the California Coastal Commission (CCC) certification process including amendment submittal, serve as the liaison with the CCC staff, attend hearings, and preparation of final documents to process CCC suggested modifications
- Coordinate with outside agencies and City Departments as required to process projects
- Review projects for compliance with CEQA
- Deliverables may include: Planning Commission, City Council, Zoning Ordinances Revisions and Code Enforcement City Council Subcommittee staff reports, resolutions, ordinances, presentations, public hearing notices, and other meeting materials as required

#### **Job Performance Standards**

- Telephone calls, emails, and public inquires shall be returned within 24 hours
- Record Keeping: Maintain proper record keeping. Files shall be organized, up to date, and ready for public review at all times including digital records (e.g. emails). All records shall be date-stamped and properly identified. City records, including planning files, shall not be removed from City Hall without authorization. In addition, the Development Database shall be maintained with all project milestones and reflect current status.
- Consultant shall be proficient in the following computer applications including Microsoft Office Word, Excel, PowerPoint, Access, and GIS.
- The Consultant Planner will be familiar and demonstrate an area of expertise with regulatory documents similar to those used by the City of Malibu Planning Department:
  - City of Malibu Local Coastal Program
  - City of Malibu Municipal Code Title 16 (Subdivision) and Title 17 (Zoning)
  - City of Malibu General Plan
  - City of Malibu Zoning and LCP Interpretations Manual
  - City Maps including LCP maps, Zoning Maps, Land Use Maps, Cultural Resources Maps, Trail Maps, Overlay Districts, etc. Coastal Act
  - CEQA Guidelines
  - Subdivision Map Act
  - Permit Streamlining Act

## **PART B - SCHEDULE OF FEES**

This section describes the rates and general payment terms for the services described in this Scope of Work.

### **1. FEE**

Consultant will perform the services on an hourly basis, in accordance with Schedule 1 below, for a not to exceed fee equal to \$200,000, which includes a \$3,000 Travel Expense Budget. The Not to Exceed Fee represents all cost associated with the delivery of each task including travel time with the exception of travel expenses as described in Section 2 below. An itemized invoice of specific tasks shall be provided on invoices.

#### **Schedule 1 – Hourly Rate**

Consultant Rate	\$185/Hour
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These amounts may be changed at the discretion of the Planning Director.

### **2. TRAVEL EXPENSE BUDGET**

A Travel Expense Budget in the amount of \$3,000 is available for the reimbursement for all expenses reasonably incurred by the Consultant in connection with services provided such as lodging and transportation cost which exceed attendance of meeting in excess of 50 miles from Consultant's address. An estimate of travel expenses shall be pre-approved by the Planning Director. Mileage shall be reimbursed at the IRS prevailing rate. City will not reimburse for meals. Expenses will appear on invoices without any markup, with proof of payment, and due and payable within thirty (30) days after receipt by the City.

### **3. NON-BILLABLE ADMINISTRATIVE OVERHEAD**

The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable, and are therefore, considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract or additional services.
- Travel time to and from the City of Malibu.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

## AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on October 9, 2023, by and between the CITY OF MALIBU, hereinafter referred to as City, and JLee Engineering, Inc., hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

### **RECITALS**

A. On October 11, 2021, the City entered into an Agreement with Consultant for planning contract services (the "Agreement").

B. The City desires to amend the Agreement to extend the term of agreement, such that the contract will now expire on October 11, 2024, and to increase the compensation.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 2.0 – Term of Agreement, of the Agreement, is hereby extended to October 11, 2024.
2. Section 4.0 – Compensation for Services, of the Agreement, is hereby amended from \$360,000 to a not to exceed amount of \$540,000.
3. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
4. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on \_\_\_\_\_, at Malibu, California, and effective as of October 9, 2023.

CITY OF MALIBU:

\_\_\_\_\_  
STEVE UHRING, Mayor

ATTEST:


\_\_\_\_\_  
KELSEY PETTIJOHN, City Clerk  
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED  
BY THE CITY ATTORNEY'S OFFICE

\_\_\_\_\_  
TREVOR RUSIN, Interim City Attorney

CONSULTANT:

  
\_\_\_\_\_  
By: JAE LEE  
Title: President