

**Meeting Date:** 6/16/2015

**Report Type:** Consent

**Report ID:** 2015-00470

**Title:** Supplemental Agreement for Financial and Special Tax Consulting Services Under Master Services Agreement

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing City Manager or City Managers' designee to execute one-year contract extensions for a fifth and final year with David Taussig & Associates, Economic & Planning Systems, Francisco & Associates, Goodwin Consulting Group, Harris & Associates and NBS. The total control amounts for each vendor will not increase.

**Contact:** Sini Makasini, Administrative Analyst, (916) 808-7967; Mark Griffin, Division Manager, (916) 808-8788, Department of Finance

**Presenter:** None

**Department:** Finance

**Division:** Public Improvement Finance

**Dept ID:** 06001321

**Attachments:**

1-Description/Analysis

2-Contracts

---

**City Attorney Review**

Approved as to Form

Michael W. Voss

6/5/2015 9:21:36 AM

**Approvals/Acknowledgements**

Department Director or Designee: Leyne Milstein - 5/27/2015 3:58:06 PM

## Description/Analysis

**Issue Detail:** On June 21, 2011, Council approved Master Service Agreements (2011-1051, 1053,1054,1055,1056,1057) for a period of four years for six on-call financial and special tax consulting firms to provide expertise for assessment and special tax districts (districts), for fiscal impact studies, and for development impact fee programs (fee programs) which provide Citywide updates to infrastructure cost. City Code Section 3.64 and the Administrative Policy 4102 for the procurement of professional services permit the extension of these professional services agreements for up to a fifth year with Council approval. The current agreements are in their fourth year and will expire on June 22, 2015. To maintain continuity for existing and upcoming projects, staff is recommending the extension of the contract term for a fifth and final year. After the expiration of the final year, staff will send out a Request for Qualifications, soliciting financial and special tax consultants under a new Master Service Agreement.

**Policy Considerations:** The recommendations in this report are in accordance with: 1) City Code Chapter 3.64 Professional Services; and 2) Administrative Policy.

**Economic Impacts:** None

**Environmental Considerations:** No environmental review is necessary because the recommendation in this report involves the administrative activity of extending contract time and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

**Sustainability:** Not applicable.

**Rationale for Recommendation:** The recommended extension will allow current consultants to provide continuity on existing projects as well as availability for necessary work on new projects. The availability of on-call consultants streamlines the study and analysis process enabling staff to be more responsive in the formation of special districts, the creation of financing programs, preparation of financial and other technical reports, and the many ad hoc issues that arise.

**Financial Considerations:** The supplemental agreements are to extend the timeframe associated with the supplemental agreements for another year. The total control amount for each vendor will not increase. In almost all cases, consultant services are funded by a developer or by revenues generated by districts or fee programs for the purpose of administration of the districts or the formation and updating of fee programs.

The Finance Department utilizes financial and special tax consultants to assist in the formation of assessment and special tax districts, to perform fiscal impact studies and to prepare development impact fee programs. Other departments that use these master service agreements include the City Treasurer's Office, Economic Development, Community Development, Public Works, and Parks and Recreation. Other agencies

using these services include the Sacramento Housing and Redevelopment Agency and the Sacramento Public Library Authority.

**Local Business Enterprise (LBE):** Three of the six consultants have a local office in Sacramento, which qualifies them as an LBE.

### SUPPLEMENTAL AGREEMENT

**Project Title: Master Services Agreement for Financial and Special Tax Consultants**

**Job Number: N/A**

**Date: 4/22/15**

**Agreement # 2011-1053**

**Supplemental Agreement No. B**

The City of Sacramento ("City") and **David Taussig & Associates, 5000 Birch Street, Suite 6000, Newport Beach, CA 92660** ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number CM 2011-1053, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the agreement is amended as follows: the time for performance is extended to include the time period from June 23, 2015 to June 23, 2016.
2. In consideration of the additional and/or revised services described in section 1, of the Agreement for payment of Consultant's fees and expenses, will not be increased.

Agreement's original not-to-exceed amount:	\$1,000,000.00
Net change by previous supplemental agreements:	0.00
Not-to-exceed amount prior to this supplemental agreement:	1,000,000.00
<b>Increase</b> by this supplemental agreement:	<u>0.00</u>
New not-to exceed amount including all supplemental agreements:	<b>1,000,000.00</b>

3. Consultant agrees that the amount of increase in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with any additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant.
4. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.
6. The total not to exceed amount was included in Agreement. However, the time for performance was not sufficient to cover all the tasks contemplated by the Agreement.

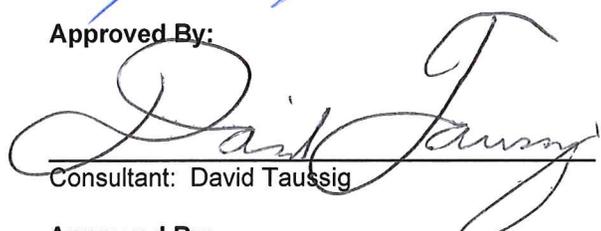
**Approval Recommended By:**

**Approved As To Form By:**

  
 \_\_\_\_\_  
 Project Manager: Mark Griffin

  
 \_\_\_\_\_  
 City Attorney

**Approved By:**

  
 \_\_\_\_\_  
 Consultant: David Taussig

**Attested By:**

**Approved By:**

\_\_\_\_\_  
 Finance Director: Leyne Milstein  
 For: City Manager: John F. Shirey

\_\_\_\_\_  
 City Clerk

# SUPPLEMENTAL AGREEMENT

**Project Title: Master Services Agreement for Financial and Special Tax Consultants**

**Job Number: N/A**

**Date: 4/22/15**

**Agreement # 2011-1055**

**Supplemental Agreement No. B**

The City of Sacramento ("City") and **Economic and Planning Systems, 2295 Gateway Oaks Drive, Suite 250, Sacramento, CA 95833** ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number CM 2011-1055, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the agreement is amended as follows: the time for performance is extended to include the time period from June 23, 2015 to June 23, 2016.
2. In consideration of the additional and/or revised services described in section 1, of the Agreement for payment of Consultant's fees and expenses, will not be increased.

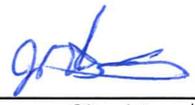
Agreement's original not-to-exceed amount:	\$1,000,000.00
Net change by previous supplemental agreements:	0.00
Not-to-exceed amount prior to this supplemental agreement:	1,000,000.00
<b>Increase</b> by this supplemental agreement:	<u>0.00</u>
New not-to exceed amount including all supplemental agreements:	<b>1,000,000.00</b>

3. Consultant agrees that the amount of increase in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with any additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant.
4. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.
6. The total not to exceed amount was included in Agreement. However, the time for performance was not sufficient to cover all the tasks contemplated by the Agreement.

**Approval Recommended By:**

**Approved As To Form By:**

  
Project Manager: Mark Griffin

  
City Attorney

**Approved By:**

  
Consultant: Jamie Gomes

**Attested By:**

**Approved By:**

\_\_\_\_\_  
Finance Director: Leyne Milstein  
For: City Manager: John F. Shirey

\_\_\_\_\_  
City Clerk

**SUPPLEMENTAL AGREEMENT**

**Project Title: Master Services Agreement for Financial and Special Tax Consultants**  
**Job Number: N/A**  
**Agreement # 2011-1056**

**Date: 4/22/15**  
**Supplemental Agreement No. B**

The City of Sacramento ("City") and **Francisco & Associates, 130 Market Place, Suite 160, San Ramon, CA 94583** ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number CM 2011-1056, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the agreement is amended as follows: the time for performance is extended to include the time period from June 23, 2015 to June 23, 2016.
2. In consideration of the additional and/or revised services described in section 1, of the Agreement for payment of Consultant's fees and expenses, will not be increased.

Agreement's original not-to-exceed amount:	\$1,000,000.00
Net change by previous supplemental agreements:	0.00
Not-to-exceed amount prior to this supplemental agreement:	1,000,000.00
<b>Increase</b> by this supplemental agreement:	<u>0.00</u>
New not-to exceed amount including all supplemental agreements:	<b>1,000,000.00</b>

3. Consultant agrees that the amount of increase in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with any additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant.
4. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.
6. The total not to exceed amount was included in Agreement. However, the time for performance was not sufficient to cover all the tasks contemplated by the Agreement.

**Approval Recommended By:**

**Approved As To Form By:**

\_\_\_\_\_  
Project Manager: Mark Griffin

\_\_\_\_\_  
City Attorney

**Approved By:**

\_\_\_\_\_  
Consultant: Joseph Francisco

**Attested By:**

**Approved By:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Finance Director: Leyne Milstein  
For: City Manager: John F. Shirey

# SUPPLEMENTAL AGREEMENT

Project Title: Master Services Agreement for Financial and Special Tax Consultants  
Job Number: N/A  
Agreement # 2011-1057

Date: 4/22/15  
Supplemental Agreement No. B

The City of Sacramento ("City") and **Goodwin Consulting Group, 555 University Avenue, Suite 280, Sacramento, CA 95825** ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number CM 2011-1057, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the agreement is amended as follows: the time for performance is extended to include the time period from June 23, 2015 to June 23, 2016.
2. In consideration of the additional and/or revised services described in section 1, of the Agreement for payment of Consultant's fees and expenses, will not be increased.

Agreement's original not-to-exceed amount:	\$1,000,000.00
Net change by previous supplemental agreements:	0.00
Not-to-exceed amount prior to this supplemental agreement:	1,000,000.00
<b>Increase</b> by this supplemental agreement:	<u>0.00</u>
New not-to exceed amount including all supplemental agreements:	<b>1,000,000.00</b>

3. Consultant agrees that the amount of increase in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with any additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant.
4. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.
6. The total not to exceed amount was included in Agreement. However, the time for performance was not sufficient to cover all the tasks contemplated by the Agreement.

Approval Recommended By:

Approved As To Form By:

  
Project Manager: Mark Griffin

  
City Attorney

Approved By:

  
Consultant: Susan Goodwin

Attested By:

Approved By:

Finance Director: Leyne Milstein  
For: City Manager: John F. Shirey

City Clerk

## SUPPLEMENTAL AGREEMENT

**Project Title: Master Services Agreement for Financial and Special Tax Consultants**

**Job Number: N/A**

**Date: 4/22/15**

**Agreement # 2011-1054**

**Supplemental Agreement No. B**

The City of Sacramento ("City") and **Harris & Associates, 22 Executive Park, Suite 200, Irvine, CA 92614** ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number CM 2011-1054, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the agreement is amended as follows: the time for performance is extended to include the time period from June 23, 2015 to June 23, 2016.
2. In consideration of the additional and/or revised services described in section 1, of the Agreement for payment of Consultant's fees and expenses, will not be increased.

Agreement's original not-to-exceed amount:	\$1,000,000.00
Net change by previous supplemental agreements:	0.00
Not-to-exceed amount prior to this supplemental agreement:	1,000,000.00
<b>Increase</b> by this supplemental agreement:	<u>0.00</u>
New not-to exceed amount including all supplemental agreements:	<b>1,000,000.00</b>

3. Consultant agrees that the amount of increase in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with any additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant.
4. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.
6. The total not to exceed amount was included in Agreement. However, the time for performance was not sufficient to cover all the tasks contemplated by the Agreement.

**Approval Recommended By:**

**Approved As To Form By:**

  
Project Manager: Mark Griffin

  
City Attorney

**Approved By:**

 4/29/2015  
Consultant: Dennis Anderson

**Attested By:**

**Approved By:**

Finance Director: Leyne Milstein  
For: City Manager: John F. Shirey

City Clerk

# SUPPLEMENTAL AGREEMENT

**Project Title: Master Services Agreement for Financial and Special Tax Consultants**  
**Job Number: N/A**  
**Agreement # 2011-1051**

**Date: 4/22/15**  
**Supplemental Agreement No. B**

The City of Sacramento ("City") and **NBS Government Solutions, 870 Market Street, Suite 901, San Francisco, CA 94102** ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number CM 2011-1051, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the agreement is amended as follows: the time for performance is extended to include the time period from June 23, 2015 to June 23, 2016.
2. In consideration of the additional and/or revised services described in section 1, of the Agreement for payment of Consultant's fees and expenses, will not be increased.

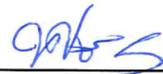
Agreement's original not-to-exceed amount:	\$1,000,000.00
Net change by previous supplemental agreements:	0.00
Not-to-exceed amount prior to this supplemental agreement:	1,000,000.00
<b>Increase</b> by this supplemental agreement:	<u>0.00</u>
New not-to exceed amount including all supplemental agreements:	<b>1,000,000.00</b>

3. Consultant agrees that the amount of increase in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services and shall fully compensate Consultant for any and all direct and indirect costs that may be incurred by Consultant in connection with any additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Consultant.
4. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.
6. The total not to exceed amount was included in Agreement. However, the time for performance was not sufficient to cover all the tasks contemplated by the Agreement.

**Approval Recommended By:**

**Approved As To Form By:**

  
\_\_\_\_\_  
Project Manager: Mark Griffin

  
\_\_\_\_\_  
City Attorney

**Approved By:**

  
\_\_\_\_\_  
Consultant: Michael Rentner, President & CEO

**Attested By:**

**Approved By:**

\_\_\_\_\_  
Finance Director: Leyne Milstein  
For: City Manager: John F. Shirey

\_\_\_\_\_  
City Clerk