

TO: City Council

FROM: James L. App, City Manager

SUBJECT: **Chandler Ranch Area Specific Plan:
Project Management Services – Robert Lata**

DATE: April 4, 2006

NEEDS: For the City Council to consider amending the Consultant Services Agreement with Robert Lata for Chandler Ranch Area Specific Plan (CRASP) Project Management.

FACTS:

1. The City Council authorized a Consultant Services Agreement with Robert Lata for CRASP project management at their meeting of December 6, 2005 (attached).
2. The Agreement provided compensation for time and materials through April 7, 2006.
3. Project management services will be required beyond April 2006. Mr. Lata has agreed to make himself available to provide continuing project management.
4. A contract amendment is required to authorize continued service beyond April 7, 2006.

ANALYSIS &

CONCLUSION: The Chandler Ranch Area Specific Plan is a substantial and complex planning project. It requires considerable effort to manage its diverse challenges, issues, opportunities, and property interests. Mr. Lata has both unique knowledge of, and availability to address, the CRASP.

The CRASP will not be complete April 2006. Current City staff work commitments do not include capacity to absorb continuing CRASP project management activities. Mr. Lata has offered to extend his services to facilitate completion. Amendment of the Consultant Services Agreement to eliminate the termination date specified in the “Term of Services” section of Exhibit A to the Agreement will suffice to extend Mr. Lata’s project management services to completion of the CRASP.

POLICY

REFERENCE: 1/1/06 Consultant Services Agreement.

FISCAL

IMPACT: \$140 per hour. Costs incurred will be charged to the CRASP - to be repaid via future Specific Plan Fees.

- OPTIONS:**
- A. Authorize the City Manager to Execute a Modification to Robert Lata's Consultant Services Agreement for CRASP Project Management to Eliminate the Termination Date Specified in the "Term of Services" Section of Exhibit A.**
 - B. Amend, Modify or Reject the Option Above.**

Attachment: R. Lata CRASP Consultant Services Agreement

CONSULTANT'S SERVICES AGREEMENT

THIS AGREEMENT, made this 1ST day of January, 2006, by and between the CITY OF PASO ROBLES, California (hereinafter referred to as "CITY"), and Robert A. Lata (hereinafter referred to as "CONSULTANT").

WHEREAS, CITY desires to retain a qualified individual, firm or business entity to provide project management as a land use planner for processing of the Chandler Ranch Area Specific Plan and Environmental Impact Report; and

WHEREAS, CITY desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. CONTRACT COORDINATION

- a. CITY. The City Manager shall be the representative of CITY for all purposes under this Agreement. The City Manager, or his designated representative, hereby is designated as the Contract Manager for the CITY. He shall supervise the progress and execution of this Agreement.
- b. CONSULTANT. CONSULTANT shall have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute CONSULTANT for any reason, the CONSULTANT designee shall be subject to the prior written acceptance and approval of the CITY's Contract Manager.

2. DUTIES OF CONSULTANT

- a. Services to be furnished. CONSULTANT shall provide all specified services as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.
- b. Laws to be observed. CONSULTANT shall:
 - (1) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by CONSULTANT under this Agreement;
 - (2) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in CONSULTANT's performance under this Agreement, or the conduct of the services under this Agreement;

- (3) At all times observe and comply with and cause all of its employees to observe and comply with all said laws, ordinances, regulations, orders, and decrees mentioned above.
 - (4) Immediately report to the CITY's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.
- c. Release of reports and information. Any video tape, reports, information, data, or other material given to, or prepared or assembled by CONSULTANT under this Agreement shall be the property of CITY and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the CITY's Contract Manager.
 - d. Copies of video tapes, reports and information. If CITY requests additional copies of video tapes, reports, drawings, specifications, or any other material in addition to what the CONSULTANT is required to furnish in limited quantities as part of the services under this Agreement, CONSULTANT shall provide such additional copies as are requested, and CITY shall compensate CONSULTANT for the costs of duplicating of such copies at CONSULTANT's direct expense.
 - e. Qualification of CONSULTANT. CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

3. DUTIES OF CITY

CITY agrees to cooperate with CONSULTANT and to perform that work described in Exhibit "A" attached hereto and incorporated by this reference.

4. COMPENSATION

The CONSULTANT will bill the CITY monthly at an hourly rate as set forth in Exhibit "A". The CITY will pay this bill(s) within 30 days of receipt. The CONSULTANT may not charge more than the amount shown in Exhibit "A" without prior approval of the CITY's Contract Manager.

5. TIME FOR COMPLETION OF THE WORK

The term of service shall be as described in Exhibit "A" unless revisions to the exhibit are approved by the CITY's Contract Manager and CONSULTANT.

6. TEMPORARY SUSPENSION

The CITY's Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the date of temporary suspension.

7. SUSPENSION: TERMINATION

- a. Right to suspend or terminate. The CITY reserves the right to terminate this Agreement for any reason by notifying CONSULTANT in writing fourteen (14) days prior to termination and by paying the compensation due and payable to the date of termination; provided, however, if this Agreement is terminated for fault of CONSULTANT, CITY shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT services which are of benefit to CITY. Said compensation is to be arrived at by mutual Agreement of the CITY and CONSULTANT and should they fail to agree, then an independent arbitrator is to be appointed and his decision shall be binding upon the parties.
- b. Return of materials. Upon such termination, CONSULTANT shall turn over to the CITY immediately any and all copies of videotapes, studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT, and for which CONSULTANT has received reasonable compensation, or given to CONSULTANT in connection with this Agreement. Such materials shall become the permanent property of CITY. CONSULTANT, however, shall not be liable for CITY's use of incomplete materials or for CITY's use of complete documents if used for other than the project or scope of services contemplated by this Agreement.

8. INSPECTION

CONSULTANT shall furnish CITY with every reasonable opportunity for CITY to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the CITY's Contract Manager's inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

9. OWNERSHIP OF MATERIALS

All original drawings, videotapes and other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become the permanent property of CITY, and shall be delivered to the CITY upon demand.

10. ASSIGNMENT: SUBCONTRACTORS: EMPLOYEES

This Agreement is for the performance of planning services of the CONSULTANT and is not assignable by the CONSULTANT without prior consent of the CITY in writing. The CONSULTANT may employ other specialists to perform services as required with prior approval by the CITY.

11. NOTICES

All notices herein under shall be given in writing and mailed, postage prepaid, by Certified Mail, addressed as follows:

CITY: City Manager
City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446

CONSULTANT: Robert A. Lata
57 Hillcrest Drive
Paso Robles, CA 93446

12. INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of CITY. It is expressly agreed that, in the performance of the services hereunder, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of CITY.

13. INDEMNITY

The CITY attorney will continue to represent CONSULTANT, as necessary, with regard to pending Munari law suit, and to defend CONSULTANT with regard to any future legal actions brought by the Chandler Ranch Area Specific Plan property owners, or other interested parties, except in instances where it is demonstrated that CONSULTANT acted in a grossly negligent manner.

14. WORKERS COMPENSATION

CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certified that it will comply with such provisions before commencing the performance of the work of this Agreement.

15. INSURANCE

- a. CONSULTANT shall maintain standard automobile liability insurance as set forth in Exhibit "A". Other special insurance requirements that may be required by the CITY, shall be obtained at the CITY's expense.

16. AGREEMENT BINDING

The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

17. WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

18. COSTS AND ATTORNEY'S FEES

The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

19. DISCRIMINATION

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

If CONSULTANT is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, CITY shall have the power to cancel or suspend payable to CONSULTANT the sum of Twenty-five Dollars (\$25) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If CONSULTANT is found in violation of the nondiscriminatory provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, CONSULTANT shall be found in material breach of the Agreement. Thereupon, CITY shall have

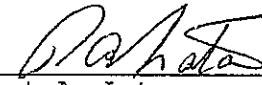
the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the sum of Two Hundred fifty Dollars (\$250) for each calendar day during which CONSULTANT is found to have been in such noncompliance as damages for said breach or contract, or both.

20. AGREEMENT CONTAINS ALL UNDERSTANDINGS

This document (including all exhibits referred to above and attached hereto) represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, or Agreements, either written or oral. This document may be amended only by written instrument, signed by both CITY and CONSULTANT. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

CONSULTANT

By 
Robert A. Lata

CITY OF PASO ROBLES


By 
James L. App, City Manager

EXHIBIT "A"

Bob Lata Contract Services Parameters

General Scope of Work:

Contract land use planner, functioning as City's project manager for processing of the Chandler Ranch Area Specific Plan and Environmental Impact Report, in substantial consistency with the attached list of tasks.

In concert with City staff, review and provide general coordination with and recommendations regarding work products prepared by Rincon Consultants, Omni-Means, Penfield-Smith, David Taussig, and any other contract consultants working on the Chandler Ranch Area Specific Plan and Environmental Impact Report.

Term of Services:

January 1, 2006 through April 7, 2006 unless schedule is modified by mutual agreement or contract termination. Subject to termination by either the City of Paso Robles or contract land use planner with two-week written notice.

Working Relationship:

Professional Services Contract (not City employee; not subject to payroll taxes, no PERS, no employee benefits). All work except meetings with City staff, City Council, ad hoc committee, and property owners will be performed from home office.

Policy Parameters:

Responsible for representing the City in terms of presenting the City's position to property owners, representatives and the public, consistent with standard City policies and practices reflected in the City's General Plan, Zoning Code, and past discussion relative to the Chandler Ranch Area Specific Plan. Not authorized to negotiate on behalf of the City or establish new policies without direction from the City Manager.

City Contract Manager: City Manager Jim App; all work subject to his approval.

Compensation:

\$140 per hour (hourly rate of \$123 per hour for actual time expended plus a \$2500 equipment allowance amortized over a projected work program of 150 hours). Services to be invoiced to the City, with documentation of hours expended, on a monthly basis.

Compensation rate includes use of home office, telephone communications, computer and related support functions, routine office supplies, use of own private vehicle.

EXHIBIT "A" (page 2)

City Support and Related Limitations:

- All meetings with City staff, City Council, ad hoc committee, and property owners will be scheduled by the Administrative Assistant in the Planning Division and will generally occur at City Hall.
- Planning Division Administrative Assistant to provide only incidental support in terms of scheduling meetings; copying, distributing and mailing correspondence / documents to City Council, ad hoc committee, and property owners, and the public; channeling communications / taking and forwarding messages.
- City staff will not provide general secretarial / clerical support functions.
- City Planner, City Engineer, and other City departments to provide review of and comment on draft documents and general professional support needed to complete the Chandler Ranch Area Specific Plan and Environmental Impact Report.
- In consultation with the contract land use planner and subject to her supervisors directions, the City Planner is responsible for authorizing payments to Rincon and other City Chandler Ranch Area Specific Plan related consultant contracts
- Contract planner not authorized to commit the City to any contract or expenditure.

Insurance / Liability:

Contract land use planner to provide and maintain standard automobile liability insurance. No requirement for errors or omissions insurance. Any special insurance requirements of the City are to be paid for by the City of Paso Robles.

City Attorney to continue to represent, as necessary, with regard to pending Munari law suit, and to defend contract planner with regard to any future legal actions brought by the Chandler Ranch Area Specific Plan property owners or other interested parties except in instances where it is demonstrated that the contract land use planner acted in a grossly negligent manner.

Licenses and Permits:

Contract land use planner to obtain Business License and Home Occupation Permit for mail and telephone functions from a home office.

Chandler Ranch Area Specific Plan
Tasks to Completion

Milestones:

- Preparation of the Final SP and EIR
- Response to comments
- Public Hearings

Work Elements / Tasks:

1. Review content of comments on the Draft Specific Plan and Draft EIR.
2. Provide guidance / support / assistance to Rincon, Omni-Means and Penfield-Smith in preparing responses to comments.
3. Coordinate, as necessary, with other Agencies related to their comments (e.g. Caltrans).
4. Review and approved final draft responses prepared by Rincon, Omni-Means and Penfield-Smith.
5. Review status of specific plan process and responses to comments with City Council ad hoc Committee.
6. Quantify any mitigation efforts resulting from Draft EIR and establish specific plan fee schedule, identifying components parts, fees by sub-area (if applicable).
7. Review specific plan fee schedule with Council ad hoc Committee.
8. Present structure of fee draft schedule to Property Owners, along with a status report on the Final Specific Plan and Final EIR.
9. Prepare public notice for General Plan Amendment, Specific Plan adoption, and Re-Zone actions that will be under consideration; coordinate publication.
10. Resolve status of major and minor policy issues.
11. Review status of major and minor policy issues with Council ad hoc Committee.
12. Prepare staff report for Planning Commission, including draft City Council Resolutions for (a) Environmental Determination, including findings of overriding considerations; (b) Specific

Plan fee schedule; (c) General Plan Amendment and Draft Ordinances for (d) adoption of Specific Plan and (e) Zone Changes. The staff reports will need to:

- Present all major and minor policy issues, including relevant options;
 - Present all requests for exceptions to City standards and policies, along with implications and related options for consideration;
 - Incorporate any policy provisions that are needed to facilitate implementation of the specific plan, including but not limited to:
 - Financing programs / components involving City approval
 - Dedication of public streets/roads and infrastructure sites
 - Steps to construct backbone circulation, traffic calming, trails system
13. Public Workshop before the Planning Commission to brief the Commission and Council on the content of the proposed Final Specific Plan and EIR (and related General Plan Amendment, Rezone).
 14. Conduct public presentations at the Planning Commission and City Council public hearings, seeking certification of the Final EIR and approval of the components of the Final Specific Plan and related legislative entitlements.
 15. File Notice of Determination on environmental document.
 16. Confirm that the Final Specific Plan, including all graphics, is ready for printing and distribution, incorporating all input from the City Council action.
 17. Make distribution of the Final EIR and Final Specific Plan as needed to the various public agencies, property owners, and other interested parties. (Use CD copies to the extent feasible.)
 18. Post the final EIR and Final Specific Plan on the City web site, preparing an introductory paragraph.
 19. General Coordination / status reports; property owners & representatives, City staff, ad hoc Committee, Planning Commission, City Council, consultant team.

The above listed tasks do not include the negotiation of a Development Agreement that one or more property owners may wish to pursue. Also not included is any special analysis of financing options. Work on both a Development Agreement and Financing Options will be on-going.