



Agenda Item 6-0

Approvals:

City Manager PC

Dept. Head JAA

Attorney SW

Finance JV

## AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING  
Meeting Date: August 19, 2014

**Department:** Community Development Department  
**Prepared By:** Jim Pechous, City Planner

**Subject:** *PROFESSIONAL SERVICES AGREEMENT WITH JIM HARE CONSULTANT FOR ZONING ORDINANCE AMENDMENTS TO ACHIEVE CONSISTENCY WITH THE ADOPTED CENTENNIAL GENERAL PLAN.*

**Fiscal Impact:** A decision package in the amount of \$85,000 was approved in the 2015 budget for consultant services to assist with the Zoning Ordinance and Housing updates. The cost of the contract is \$49,742, leaving a balance of \$35,258. Funds for this agreement are budgeted under Planning Professional Services account number 001-431-43890.

**Summary:** The City is seeking services of an experienced consultant to draft and process an amendment to the Zoning Ordinance in order to achieve consistency with the City's recently adopted Centennial General Plan.

**Background:** Amending the Zoning Ordinance for consistency with the Centennial General Plan is a high priority implementation measure of the General Plan.

**Discussion:** Currently, a number of significant, complex projects are being managed by the Planning staff. These projects include the Local Coastal Plan, Permit Streamlining Zoning Amendment, Downtown Facilities Master Plan, Web-based General Plan, General Plan Strategic Implementation Plan, and the Downtown Parking License Plate Survey. In addition, the four year Principal Planner position ended on June 30, 2014, leaving the Planning division without the person who was going to prepare the Zoning Ordinance update and other follow up work related to the General Plan.

As a result, it is necessary to seek consultant services to amend the Zoning Ordinance for consistency with the Centennial General Plan. In July 2014, staff requested proposals from a number of firms that can provide planning services for the Zoning Ordinance amendment. The firm of Jim Hare Consultant was selected, due to his familiarity of the City Zoning Ordinance and past successfully completed work for the City. Jim Hare served as the City Planner for San Clemente from 1997 to 2002 and is very familiar with the City codes and our community.

**Recommended  
Action:**

STAFF RECOMMENDS THAT the City Council authorize the Major to execute a Professional Services Agreement between the City and Jim Hare Consultant for Zoning Ordinance Amendments to achieve consistency with the Adopted Centennial General Plan.

**Attachments:** Professional Services Agreement

**Notification:** Jim Hare, Consultant

**PROFESSIONAL SERVICES AGREEMENT  
FOR ZONING ORDINANCE AMENDMENTS TO ACHIEVE  
CONSISTENCY WITH THE ADOPTED CENTENNIAL GENERAL  
PLAN**

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this nineteenth day of August , 2014 (the "Effective Date"), by and between the City of San Clemente, a municipal corporation, hereinafter referred to as the "CITY", and James B. Hare of 3901 Liggett Drive, San Diego, CA 92106 hereinafter referred to as the "CONTRACTOR".

RECITALS:

A. CITY requires professional land use planning services to be performed at or in connection with achieving consistency, as required by California law, between its newly adopted Centennial General Plan and Title 17 of the San Clemente Municipal Code ["Zoning"] and other related Municipal Code paragraphs.

B. CONTRACTOR has represented to CITY that CONTRACTOR is qualified to perform said services and has submitted a proposal to CITY for same.

C. CITY desires to have CONTRACTOR perform said services on the terms and conditions set forth herein.

COVENANTS:

Based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, CITY and CONTRACTOR agree as follows:

ARTICLE 1  
RESPONSIBILITIES OF CONTRACTOR

1.1 Term.

The term of this Agreement shall commence on the Effective Date, and shall continue and remain in effect, until December 31, 2015, unless terminated earlier pursuant to the terms hereof. Notwithstanding the foregoing, the City Manager or his or her designee shall have the authority on behalf of the City to administratively approve extensions to the term hereof not to exceed a cumulative total of one hundred eighty (180) days.

1.2 Scope of Services.

CONTRACTOR shall perform any and all work necessary for the completion of the tasks and services set forth in the "Scope of Services" attached hereto and incorporated herein as Exhibit "A" in a manner satisfactory to CITY. By execution of this Agreement, CONTRACTOR warrants that (i) it has thoroughly investigated and considered the work to be performed; (ii) it has carefully examined the location or locations at or with respect to which the work is to be performed, as applicable; and (iii) it fully understands the difficulties and restrictions attending the performance of the work provided for under this Agreement. CONTRACTOR acknowledges that certain refinements to the Scope of Services may, on occasion, be necessary to achieve CITY's goals hereunder, and CONTRACTOR shall cooperate with and assist the CITY to identify and make such refinements prior to undertaking any tasks or services that may require refinement.

### 1.3 Schedule of Performance.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, CONTRACTOR shall furnish to CITY proof of insurance coverage as required under Article 5, Insurance. Upon CITY's release to CONTRACTOR of a fully executed copy hereof and issuance of a written Notice to Proceed, CONTRACTOR shall promptly commence performance of the work. Until such time, CONTRACTOR is not authorized to perform and will not be paid for performing any work under this Agreement. CONTRACTOR shall exercise reasonable diligence to have the services as set forth in Exhibit "A" completed and submitted to CITY for final approval as soon as reasonably practicable and in accordance with the schedule of performance attached hereto and incorporated herein as Exhibit "B", provided that CONTRACTOR shall be entitled to an extension of time for any delays caused by events or occurrences beyond CONTRACTOR's reasonable control.

### 1.4 Identity of Persons Performing Work.

CONTRACTOR represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. CONTRACTOR shall not replace any of the principal members of the Project team, including any of the persons listed in Exhibit "A" (if CONTRACTOR's personnel is listed on Exhibit "A"), or any successors to any of such persons, without CITY's prior written approval.

CONTRACTOR represents that the tasks and services required hereunder will be performed by CONTRACTOR or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. In carrying out such tasks and services, CONTRACTOR shall not employ any undocumented aliens (i.e., persons who are not citizens or nationals of the United States).

This Agreement contemplates the personal services of CONTRACTOR and CONTRACTOR's employees, and it is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional

reputation and competence of CONTRACTOR and CONTRACTOR's employees. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR, except upon written consent of CITY.

Furthermore, CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without the prior written approval of CITY, except for those subcontractors named in the proposal for the project. Nothing herein contained is intended to or shall be construed as preventing CONTRACTOR from employing or hiring as many employees as CONTRACTOR may deem necessary for the proper and efficient execution of this Agreement.

#### 1.5 Cooperation and Coordination of Work With CITY.

CONTRACTOR shall work closely with CITY's designated representative, either individual or committee, who shall have the principal responsibility for liaison and who shall, on a continuous basis, review and approve CONTRACTOR's work. CONTRACTOR shall ensure that CITY has reviewed and approved all required work as the project progresses.

#### 1.6 Compliance With Laws.

CONTRACTOR shall comply with all applicable Federal, State and local laws, ordinances and regulations, including without limitation all applicable fair labor standards. CONTRACTOR shall not discriminate against any employee or applicant for employment or any approved subcontractor, agent, supplier or other firm or person providing services to CONTRACTOR in connection with this Agreement on the basis of race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, or mental or physical disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, and mental or physical disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Prior to execution of this Agreement, CONTRACTOR shall furnish to CITY proof that CONTRACTOR and all of its subcontractors have a current, valid business license issued by CITY.

#### 1.7 Standard of Performance.

CONTRACTOR acknowledges and understands that the services and work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, CONTRACTOR's services and work shall be held to a standard of quality and workmanship prevalent in the industry for such service and work. CONTRACTOR represents to CITY that CONTRACTOR holds the necessary skills and abilities to satisfy

the standard of work as set forth in this Agreement. CONTRACTOR shall perform the work and services under this Agreement in accordance with such standard of work and in accordance with the accepted standards of the professional disciplines involved in the project. All work shall be completed to the reasonable satisfaction of CITY. If CITY reasonably determines that the work is not satisfactory, CITY shall have the right to: (i) meet with CONTRACTOR to review CONTRACTOR's work and resolve matters of concern; and/or (ii) require CONTRACTOR to repeat unsatisfactory work at no additional charge until it is satisfactory.

#### 1.8 Contractor Ethics.

CONTRACTOR represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of CITY to obtain CITY's approval of this Agreement. CONTRACTOR shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to CONTRACTOR pursuant to Article 3, Compensation. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) CONTRACTOR shall not possess or maintain any business relationship with the applicant or any other person or entity which CONTRACTOR knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to CITY in accordance with this Agreement CONTRACTOR shall not advocate either for or against said project and/or application, and (iii) CONTRACTOR shall immediately notify CITY in the event CONTRACTOR determines that CONTRACTOR has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section 1.8 shall be applicable to all of CONTRACTOR's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

#### 1.9 Changes and Additions to Scope of Services.

CITY may make changes within the general scope of services provided for in this Agreement. CONTRACTOR shall agree to any such changes that are reasonable. CONTRACTOR shall make no change in or addition to the character or extent of the work required by this Agreement except as may be authorized in advance in writing by CITY. Such supplemental authorization shall set forth the specific changes of work to be performed and related extension of time and/or adjustment of fee to be paid to CONTRACTOR by CITY.

#### 1.10 Hiring of Illegal Aliens Prohibited

CONTRACTOR shall not hire or employ any person to perform work within the City of San Clemente or allow any person to perform work required under this Agreement unless such person is a United States citizen or is properly documented and legally entitled to be employed within the United States.

1.11 Endorsement on PS&E/Other Data

CONTRACTOR shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by CONTRACTOR, and where appropriate will indicate CONTRACTOR's authorized signature and professional registration number.

ARTICLE 2  
RESPONSIBILITIES OF CITY

2.1 Provision of Information.

CITY shall provide full information regarding its requirements for the project, and it shall furnish, without charge to CONTRACTOR, any and all information, data, plans, maps and records which are available to CITY and are necessary for the provision by CONTRACTOR of the tasks and services set forth herein.

2.2 Cooperation With CONTRACTOR.

CITY shall cooperate with CONTRACTOR in carrying out the work and services required hereunder without undue delay. In this regard, CITY, including any representative thereof, shall examine plans and documents submitted by CONTRACTOR, shall consult with CONTRACTOR regarding any such plans and documents, and shall render any necessary decisions pertaining to such plans and documents as promptly as is practicable.

ARTICLE 3  
PAYMENT

3.1 Payment Schedule: Maximum Payment Amount.

Prior to the tenth of the month, CONTRACTOR shall submit to CITY a monthly status report and invoices itemizing the services rendered during the previous month. Within fifteen (15) working days after receipt of an invoice from CONTRACTOR, CITY shall determine whether and to what extent CONTRACTOR has adequately performed the services for which payment is sought. If CITY determines that CONTRACTOR has not adequately performed such services, CITY shall inform CONTRACTOR of those acts which are necessary for satisfactory completion. Subject to the provisions of Section 5.2 below, which provide for the City to withhold payment in the event CONTRACTOR's insurance expires during the term of this Agreement, CITY shall cause payment to be made to CONTRACTOR within fifteen (15) working days from CITY's determination that CONTRACTOR has adequately performed those services for which CITY has been invoiced. In no case shall CITY pay in excess of each line item set forth in Exhibit "A" for any particular task unless approved and authorized by the CITY in writing (applicable only if Exhibit "A" breaks down the Scope of Services on a line item basis). The total compensation for the Scope of Services set forth in Exhibit "A" shall not exceed forty-nine thousand seven hundred twenty dollars (\$49,720), including all amounts payable to

CONTRACTOR for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement (the "Total Compensation").

### 3.2 Changes in Work.

If CONTRACTOR estimates that any proposed change within the general scope of services set forth in Exhibit "A" causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONTRACTOR shall so notify CITY of that fact in advance of commencing performance of such work. Any such change, and the cost for such change, shall be agreed upon by CITY and CONTRACTOR, and reduced to a writing that, once signed by both CITY and CONTRACTOR, shall modify this Agreement accordingly. In determining the amount of any cost increase for such change, the value of the incomplete portions of the original tasks and services affected by the change shall be credited back to CITY.

### 3.3 Additional Work.

CITY may request CONTRACTOR to perform additional services not covered by the specific scope of services set forth in Exhibit "A", and CONTRACTOR shall perform such extra services and will be paid for such extra services when the extra services and the cost thereof are reduced to writing, signed by both CITY and CONTRACTOR, and made a part of this Agreement. CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written amendment. To the extent that the extra services render all or a portion of the original tasks and services unnecessary, the value of the unnecessary and incomplete portions of original tasks and services shall be credited back to CITY.

## ARTICLE 4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an employee of the CITY. Neither the CITY nor any of its employees shall have any control over the conduct of the CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth, and CONTRACTOR expressly warrants not to, at any time or in any manner, represent that CONTRACTOR, or any of CONTRACTOR's agents, servants or employees, are in any manner agents, servants or employees of the CITY, it being distinctly understood that CONTRACTOR is and shall at all times remain as to the CITY a wholly independent contractor and that CONTRACTOR's obligations to the CITY are solely such as are prescribed by this Agreement.



ARTICLE 5  
INDEMNITY AND INSURANCE

5.1 Indemnification

**FOLLOWING PARAGRAPH APPLICABLE TO AGREEMENTS WHERE CONTRACTOR IS A “LICENSED DESIGN PROFESSIONAL” AND IS PROVIDING DESIGN PROFESSIONAL SERVICES:**

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONTRACTOR shall defend (with legal counsel reasonably acceptable to the CITY), indemnify, and hold free and harmless CITY and CITY's agents, officers, and employees, and the San Clemente Redevelopment Agency and its agents, officers, and employees (collectively, the “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of CONTRACTOR or any officers, agents, employees, representatives, or subcontractors of CONTRACTOR [collectively, the “CONTRACTOR ENTITIES”]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney’s fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONTRACTOR, any of the CONTRACTOR ENTITIES, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, the “Liabilities”). Such obligation to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

**FOLLOWING PARAGRAPH APPLICABLE TO AGREEMENTS WHERE CONTRACTOR IS NOT A “LICENSED DESIGN PROFESSIONAL”:**

CONTRACTOR shall defend (with legal counsel reasonably acceptable to the CITY), indemnify, and hold free and harmless CITY and CITY's agents, officers, and employees, and the San Clemente Redevelopment Agency and its agents, officers, and employees from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of CONTRACTOR or CONTRACTOR’s officers, agents, employees, representatives, or subcontractors [collectively, the “CONTRACTOR ENTITIES”]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney’s fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the actions or failure to act of CONTRACTOR, any of the CONTRACTOR ENTITIES, anyone directly or indirectly employed by any of them, or anyone that they control, under this Agreement.

For purposes of this Agreement, a "Licensed Design Professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by California Civil Code § 2782.8.

## 5.2 Insurance.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, CONTRACTOR shall submit certificates and endorsements to CITY indicating compliance with the following minimum insurance requirements, and CONTRACTOR shall maintain such insurance in effect during the entire term of this Agreement:

- A. Workers' Compensation insurance to cover CONTRACTOR's employees as required by the California Labor Code with employer's liability limits not less than One Million Dollars (\$1,000,000) per accident or disease. Before execution of this Agreement by CITY, CONTRACTOR shall file with CITY the attached signed Worker's Compensation Insurance Certification. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for the respective employees.

None of the CITY, the San Clemente Redevelopment Agency, or any of their respective officers, employees, and agents will be responsible for any claims in law or equity occasioned by failure of CONTRACTOR to comply with this paragraph.

- B. Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with minimum combined liability limits of One Million Dollars (\$1,000,000) per occurrence for all covered losses, and Two Million Dollars (\$2,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval of the City's Risk Manager. Each such policy of insurance shall:

- (1) be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by CITY's Risk Manager for all coverages except surety.
- (2) name and list as additional insureds CITY, CITY's officers, employees, and agents and, if the CITY's Risk Manager so requires, the City of San Clemente Redevelopment Agency and its officers, employees, and agents. An endorsement shall accompany the insurance certificate naming such additional insureds.

- (3) specify it acts as primary insurance and that no insurance held or owned by CITY (or, if applicable, the San Clemente Redevelopment Agency) shall be called upon to cover a loss under said policy;
- (4) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to CITY of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- (5) cover the operations of CONTRACTOR pursuant to the terms of this Agreement; and
- (6) be written on an occurrence and not a claims made basis.

C. Professional Liability or Errors and Omissions insurance specifically designed to protect against acts, errors or omissions of the CONTRACTOR and "covered professional services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

If this box is checked and CITY has initialed below, the requirement for Professional Liability or Errors and Omissions insurance set forth in paragraph C above is hereby waived.

CITY's Initials: \_\_\_\_\_

Notwithstanding anything herein to the contrary, in the event any of CONTRACTOR's insurance as required pursuant to this Section 5.2 expires during the term of this Agreement, CITY shall withhold any payment due to CONTRACTOR hereunder until such time as CONTRACTOR obtains replacement insurance that meets all of the applicable requirements hereunder and submits certificates and endorsements evidencing such insurance to CITY.

CONTRACTOR shall require all of its subcontractors to procure and maintain during the course of their subcontract work with CONTRACTOR insurance that complies with the foregoing minimum insurance requirements. CONTRACTOR shall obtain from such subcontractors and retain in its files certificates evidencing such compliance.

ARTICLE 6  
TERMINATION

This Agreement may be terminated by CITY for any reason, with or without cause, upon written notice to CONTRACTOR. In such event, CONTRACTOR shall be compensated for all services performed and costs incurred up to the date of notification for which CONTRACTOR has not been previously compensated, plus termination expenses reasonably incurred and properly accounted for (but in no event to exceed the amount which, when combined with other amounts paid, exceeds the amount for any uncompleted task set forth in Exhibit "A", as applicable). Upon receipt of notice of termination from CITY, CONTRACTOR shall immediately stop its services, unless otherwise directed, and deliver to CITY all data, drawings, reports, estimates, summaries and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

ARTICLE 7  
MISCELLANEOUS

7.1 Ownership of Documents.

All reports, software programs, as well as original data collected, original reproducible drawings, plans, studies, memoranda, computation sheets and other documents assembled or prepared by CONTRACTOR or furnished to CONTRACTOR in connection with this Agreement shall be the property of CITY and delivered to CITY at completion of the project or termination of this Agreement, whichever occurs first. Copies of said documents may be retained by CONTRACTOR, but shall not be made available by CONTRACTOR to any individual or organization without the prior written approval of CITY.

Any use of completed documents for projects other than that covered by this Agreement and/or any use of uncompleted documents without specific written authorization from CONTRACTOR will be at CITY's sole risk and without liability or legal exposure to CONTRACTOR.

7.2 Notices.

Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States mail, addressed to CONTRACTOR at 3901 Liggett Drive, San Diego CA 92106, and to the City of San Clemente, 910 Calle Negocio, San Clemente, California 92673, Attention: Jim Pechous, City Planner.

7.3 Covenant Against Contingent Fees.

CONTRACTOR warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or

person any fee or commission from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee or commission.

7.4 Liquidated Damages.

**APPLICABLE ONLY IF THIS BOX HAS BEEN CHECKED AND BOTH PARTIES HAVE INITIALED BELOW.**

If CITY seeks monetary damages for CONTRACTOR'S failure to complete all of the services required hereunder by the completion date set forth in Exhibit "B" (the "Completion Date"), CONTRACTOR shall be required to pay to CITY \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per day for each day beyond the Completion Date that any of such services remain uncompleted; provided, however, that nothing herein shall be deemed to limit CITY's remedy for CONTRACTOR's failure to complete all services required hereunder by the Completion Date to seeking monetary damages, and CITY shall be entitled to pursue any other equitable remedy permitted by law, including, without limitation, specific performance.

THE PARTIES HERETO AGREE THAT THE AMOUNT SET FORTH IN THIS SECTION 7.4 (THE "DAMAGE AMOUNT") CONSTITUTES A REASONABLE APPROXIMATION OF THE ACTUAL DAMAGES THAT CITY WOULD SUFFER DUE TO CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE, CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE EFFECTIVE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF THE DAMAGE AMOUNTS TO THE RANGE OF HARM TO CITY, THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT. THE DAMAGE AMOUNT SET FORTH IN THIS SECTION 7.4 SHALL BE THE SOLE DAMAGES REMEDY FOR CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE, BUT NOTHING IN THIS SECTION 7.4 SHALL BE INTERPRETED TO LIMIT CITY'S REMEDY FOR CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE TO SUCH A DAMAGES REMEDY. IN PLACING ITS INITIALS AT THE PLACES PROVIDED HEREINBELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY HAS BEEN REPRESENTED BY COUNSEL OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY COUNSEL TO EXPLAIN THE CONSEQUENCES OF THE LIQUIDATED DAMAGES PROVISION AT OR PRIOR TO THE TIME EACH EXECUTED THIS AGREEMENT.

CONTRACTOR'S INITIALS: \_\_\_\_\_ CITY'S INITIALS: \_\_\_\_\_

Notwithstanding any of the above, nothing herein is intended to preclude the CITY's recovery of its attorney's fees and costs incurred to enforce this Section 7.4, as provided in Section 7.10 below.

#### 7.5 Interpretation and Enforcement of Agreement.

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Court of the County of Orange, State of California, or in any other appropriate court with jurisdiction in such county, and CONTRACTOR agrees to submit to the personal jurisdiction of such court.

#### 7.6 Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the defaulting party in writing of its contentions by submitting a claim therefor. The injured party shall continue performance of its obligations hereunder so long as the defaulting party immediately commences to cure such default and completes the cure of such default with reasonable diligence and in no event to exceed 30 days after service of the notice, or such longer period as may be permitted by the injured party; provided, that if the default results in an immediate danger to the health, safety, and general welfare, CITY may take such immediate action as CITY deems warranted.

#### 7.7 Retention of Funds.

CITY may withhold from any monies payable to CONTRACTOR sufficient funds to compensate CITY for any losses, costs, liabilities or damages suffered by CITY due to default of CONTRACTOR in the performance of the services required by this Agreement.

#### 7.8 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting party shall impair such right or remedy or be construed as a waiver. CITY's consent or waiver of one act or omission by CONTRACTOR shall not be deemed to constitute a consent or waiver of CITY's rights with respect to any subsequent act or omission by CONTRACTOR. Any waiver by either party of any default must be in writing.

#### 7.9 Rights and Remedies are Cumulative.

Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

7.10 Attorneys' Fees.

In the event either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees and costs. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, including the taking of depositions and discovery, expert witness fees, and all other necessary costs incurred in the litigation, suit, or other action requiring attorney time. All such fees shall be enforceable whether or not such action is prosecuted to final judgment.

7.11 Integrated Agreement.

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement.

7.12 Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

**[APPLICABLE TO INDIVIDUAL CONTRACTORS ONLY]**

7.13 Compliance with California Unemployment Insurance Code Section 1088.8:

Prior to signing the Contract, CONTRACTOR shall provide to CITY a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. CONTRACTOR understands that pursuant to California Unemployment Insurance Code Section 1088.8, the CITY will report the information from Form W-9 to the State of California Unemployment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

[End – Signature page follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

CITY OF SAN CLEMENTE

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
CITY CLERK of the City of  
San Clemente, California

APPROVED AS TO FORM:  
RUTAN & TUCKER

By: \_\_\_\_\_  
City Attorney

APPROVED AS TO AVAILABILITY  
OF FUNDING

By: \_\_\_\_\_  
Finance Authorization

\_\_\_\_\_  
("CONTRACTOR")

Contractor's License Number \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_



Exhibit A

SCOPE OF SERVICES  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
ZONING ORDINANCE AMENDMENTS TO ACHIEVE CONSISTENCY WITH THE  
ADOPTED CENTENNIAL GENERAL PLAN  
James B. Hare – August 19, 2014

BACKGROUND

The City of San Clemente seeks the services of an experienced planner and planning project manager in connection with drafting and processing ordinance amendments in connection with achieving consistency, as required by California law, between the City's newly adopted Centennial General Plan and Title 17 of the San Clemente Municipal Code ["Zoning"] and other related Municipal Code paragraphs. James B. Hare is qualified to provide those services, as evidenced by the attached resume [Attachment A.1.], and more particularly his experience as a former City Planner for the City. All work to be provided by the Contractor will be performed by James B. Hare, sole proprietor of the Contractor.

TASKS

Consultant will provide both strategic and technical planning services to the Planning Division of the Community Development Department, at the direction of the City Planner, acting as the Contract Manager. In consultation with the staff of the Planning Division, City management and the City's attorneys, Contractor will draft and produce Zoning Code amendments as required for that Code to be consistent with, and providing for the implementation of, the City's Centennial General Plan. Contractor will provide written analysis and action documents and will attend meetings of, and make presentations to, the Planning Commission and the City Council.

APPROACH / BUDGET

The consistent and overarching goal and limitation of this Scope of work is to achieve consistency between the Centennial General Plan and the City's zoning ordinance for the phase areas included. This goal and limitation is distinct and differentiated from an overall zoning ordinance update, which is not a part of this proposal at this time.

Attachment A.2. to this Scope is a table which divides the overall project into the tasks necessary to draft and bring to public hearing the updates required to bring the existing zoning ordinances into consistency with the Centennial General Plan. There are five tasks defined, which are comprised of [1] changing zone designations, [2] revising development standards, [3] revising overlay standards, [4] reconciling changes made within the zones to other locations within the Municipal Code which may become affected by those changes, and [5] revising the maps of the City's zoning districts. Each

of this series of five tasks works on three distinct City geographies which would be addressed in phases: the areas subject to 'conventional' zoning, the City's specific plan areas, and the Coastal Zone. This contract will provide updates to the City's conventional zone areas and its specific plans. City is presently obligated to receive future approval of an updated Coastal Land Use Plan [LUP] from the California Coastal Commission, and therefore it is premature to include the Coastal Zone phase work at this time, and such zoning amendments are not a part of this Scope. A fourth anticipated phase, comprising the reconciliation of Local Coastal Program modifications and other cleanup matters is similarly not a part of this Scope.

Attachment A.3. to this Scope is the order of tasks and task elements related to completing the Phase I and Phase II work. The order of tasks and task elements, the timing indicated in Exhibit B, and the cost calculations below are based on the following particular assumptions and limitations:

1. It is assumed that the Centennial General Plan CEQA review is sufficient to support an Exemption or Negative Declaration for the proposed implementing zoning actions; the preparation of an ND for the Phase I and Phase II work is included in this bid as subtasks.
2. While the consultant will bear in mind the future application of zoning amendments within the Coastal Zone areas of the City as contemplated to occur in Phase III, this bid does not include application to, or review or approval of proposed Phase I or Phase II implementing zoning actions by, the California Coastal Commission.
3. It is assumed that the contemplated zoning actions do not reopen Centennial General Plan or other issue controversies outside of the above-stated overarching goal and limitation to achieve consistency between the Centennial General Plan and the City's zoning ordinance for the phase areas included. Circumstances, such as the need for multiple revisions due to public controversy, pre-hearing public meetings, extended environmental review, the need for specialty services by other consultants, California Coastal Commission review, or other similar effort or travel beyond either [a] the assumptions made for the contract; or, [b] the application of the contingency authorized to the Contract Manager, will be subject to discussion, re-bid and contract cost revisions in accordance with Paragraphs 3.2 and/or 3.3 of the contract.
4. The phasing proposed is intended to aggregate tasks, thereby avoiding actions requiring parcel-specific notice or decision-maker recusals.
5. "Weeks" are for general progress scheduling purposes only, and are not an indication consultant availability or work hours during those periods. "Task" or "Phase" weeks may be non-contiguous or may be overlapped, depending on staff and consultant availability and the timing of task initiation by the Contract Manager.
6. Production and posting of public hearing notices, transmittal of docket packets and other clerical functions are to be provided by City staff.
7. All consultant submittals will be in electronic format; reproduction as needed will be provided by City staff.
8. This proposal does not include GIS mapping services or graphic production of changes to zoning maps, which are to be provided by City staff.

Exhibit B

SCHEDULE  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
ZONING ORDINANCE AMENDMENTS TO ACHIEVE CONSISTENCY WITH THE  
ADOPTED CENTENNIAL GENERAL PLAN  
James B. Hare – August 19, 2014

PHASE	TASKS	COMMENCE	COMPLETE
Phase I	Tasks 1-3	September 1, 2014	October 30, 2014
Phase I	Tasks 4-5	October 30, 2014	December 31, 2014
Phase I	Hearings	January 1, 2015	February 28, 2015
Phase II	Tasks 1-3	March 1, 2015	April 30, 2015
Phase II	Tasks 4-5	May 1, 2015	June 30, 2015
Phase II	Hearings	July 1, 2015	August 30, 2015

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Project No. \_\_\_\_\_

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

***(ONE OF THE BOXES BELOW MUST BE CHECKED)***

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contracting Firm

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

**ATTACHMENT A.2.**

**TASK AND PHASE IDENTIFICATION**

<b>Task Division-Tasks</b>	<b>TASK 1</b>	<b>TASK 2</b>	<b>TASK 3</b>	<b>TASK 4</b>	<b>TASK 5</b>
Tasks	Zone Redesignation	Development Standards Revision	Overlay Standards Revision	Code Reconciliation	Map Zone Overlay Change to Parcels
Task Examples	Change "LI" to "LI1" and "LI2"; Add "MU 3.2"	Add MU 3.2 FAR provisions; Add plate and ridge heights in Commercial designations	Add Medical and Professional Business overlays.	Reconcile modifications in Tasks 1-3 to remainder of Municipal Code	Change zone designators on parcels subject to redesignation; Change zone district boundaries per adopted CGP map.
<b>Geographic Division-Phases</b>					
Conventional	Phase I	Phase I	Phase I	Phase I	Phase I
Specific Plan	Phase II	Phase II	Phase II	Phase II	Phase II
Coastal Zone [Post LUP]	Phase III	Phase III	Phase III	Phase III	Phase III
Reconciliation/Cleanup [Post LCP]	Phase IV	Phase IV	Phase IV	Phase IV	Phase IV

## ATTACHMENT A.1.

## James B. Hare

3901 Liggett Drive • San Diego, CA 92106

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### RECENT PROFESSIONAL EXPERIENCE

#### **Sole Practitioner Consultant • (2008 to Present)**

Provided part-time consulting services to client cities of San Clemente, Napa and Newport Beach. Provided interim management, budget assistance and project review to San Clemente during City Planner vacancy; conducted a review of department fees and had revised fee schedule adopted. For City of Napa, managed General Plan amendment and entitlement processing for a proposed St. Regis resort; conducted public workshops, drafted and carried to adoption ordinance amendments providing for medical marijuana dispensaries; managed the initial processing of medical marijuana dispensary applications. For Newport Beach, drafted and had adopted ordinance amendments establishing a permit process for existing on-sale alcohol establishments to remedy neighborhood nuisance issues.

#### **Assistant Planning Director • City of Chula Vista CA (2006 through 2007)**

Manager of the Planning Division for one of California's most diverse and dynamic cities. Reported to the Director of Planning and Building and lead a staff of 35 in advance planning, current planning/discretionary project processing, Coastal Act/Local Coastal Program permitting, environmental review, multiple species conservation and zoning administration. Served as primary staff and advisor to the Planning Commission.

Signature Task: Carrying forward from 2004, served as lead in technical and project entitlement management for the Bayfront Master Plan, a multi-party planning program for the City's coastal area. Tasks included coordination of environmental processing and reconciling entitlement options with the Port of San Diego, with the California Coastal Commission and with potential private developers. The draft Master Plan envisions hotel, residential and commercial neighborhoods on a currently blighted and underutilized 500-acre waterfront site between Interstate 5 and San Diego Bay.

#### **Deputy Community Development Director • City of Chula Vista CA/Chula Vista Redevelopment Agency (2004 to 2006)**

Worked to shape and manage a department charged with carrying out an emerging vision of revitalization and redevelopment in Chula Vista. Supervision span included the department's planning and redevelopment functions, lead by two subordinate mid-managers and comprising a total of 10 positions. Valued for contribution of strategic leadership based on practical experience and professional judgment. Commenced direct technical and project management functions for the Bayfront Master Plan, described above.

Signature Task: Established a framework for accountable and flexible financing for infill development in the Urban Core Specific Plan, using monitoring criteria and multiple funding sources to replace direct project impact mitigation.

#### **Special Planning Projects Manager • City of Chula Vista CA (2002 to 2004)**

Completed project planning and entitlement processing within the new urbanist Otay Ranch.

Signature Task: Completed the Village 7 Sectional Planning Area Plan within a highly-aggressive schedule to meet a City Council goal for the provision of a needed high school facility.

#### **City Planner • City of San Clemente CA/Talega Joint Planning Authority (1997 to 2002)**

Managed the Planning Division. Provided leadership and direction for 10 supervisory, professional, and administrative staff. Administered division operating budget, extension-of-staff consultants, and developer-funded processing contracts. Served as Planning Commission Secretary. Instrumental in addressing planning issues facing the City, including, advent of three new master planned communities comprising over 5,500 dwellings, the general high demand for housing and commercial space in south Orange County, and the reconciliation of growth with emerging regional transportation links and multiple habitat preservation plans. Concurrently managed the planning function of the Talega Joint Planning Authority, a City-County joint powers entity formed to oversee annexation of 2,500 dwellings in a master-planned community.

Signature Task: Successfully managed the Marblehead Coastal planned community project to entitlement approval. Comprising one of few remaining substantial undeveloped parcels on the Orange County coast, Marblehead was arguably the single most complex and controversial development project in City history.

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## PRIOR PROFESSIONAL EXPERIENCE

### **Planning Director** • Rancho Santa Fe Association, Rancho Santa Fe, CA (1989 to 1997)

Local and regional planning advisor for the Board of Directors of a homeowner's association corporation serving 4,500 residents and covering 6,000 acres. Managed a staff of five responsible for subdivision and comprehensive design review with broad discretionary authority under community's Protective Covenant of 1928. Actively represented the Association in regional issues related to traffic and open space conservation.

- Recognized by San Diego APA Awards for Residential Design Guidelines (1992) and Village Plan (1991).
- Authored documentation of Covenant processes, demystifying procedures for architects, engineers, and applicants.
- Drafted and testified before a State Assembly committee on the Estate Residential Speed Zone bill (AB 2685, 1997).

### **Principal Planner/Sign Code Administrator** • City of San Diego, CA (1986 to 1989)

Managed staff of 11 and all aspects of sign regulation, including review of legislation, preparation of ordinance amendments, enforcement of regulations, and issuance of building permits for signs and billboards.

### **Assistant Zoning Administrator** • City of San Diego, CA (1985 to 1986)

Managed staff of 21 in application of Municipal Code to land development. As Assistant Zoning Administrator, continuing as Principal Planner, served as hearing officer for 200 variance and special permit cases annually.

### **Senior Planner** • City of San Diego, CA (1983 to 1985)

Supervised the preparation of community plans. Program Manager for three Community Development Block Grant (CDBG) funded design contracts. Primary department representative to the multiple-award-winning Project First Class, an interdepartmental initiative within Southeast San Diego. Addressed urban decay, revitalizing neighborhoods, and promoting investment in the community through coordinated urban design standards, ordinances, and code enforcement.

### **Associate Traffic Engineer** • City of San Diego, CA (1983)

Developed travel forecasts and provided analysis of individual development projects. Monitored Citywide level of service standards. Supervised an Assistant Traffic Engineer.

### **Associate Planner** • City of San Diego, CA (1980 to 1983)

Prepared community plans and coastal elements for northern-tier urbanizing coastal communities of Mira Mesa and University City. Coordinator for Community Planning Chairpersons, citywide citizen planner forum. Department liaison to Metropolitan Transit Development Board (MTDB).

### **Project Director/Environmental Consultant** • MSA, Inc., San Diego, CA (1978 to 1980)

Directed interdisciplinary research teams responsible for all phases of environmental document preparation pursuant to CEQA. Managed project schedules, budgets, personnel, client and agency relations, report preparation, and presentations. As traffic and transportation specialist, assessed circulation impacts of development and planning proposals.

### **Junior Planner** • City of San Diego, CA (1978)

### **Researcher** • Joint Center for Transportation Studies, San Diego, CA (1976 to 1977)

### **Research Clerk** • Comprehensive Planning Organization (now SANDAG), San Diego, CA (1976)

### **Administrative Intern** • City of Chula Vista, CA (1974)

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## EDUCATION / CERTIFICATION / PUBLICATION

### **Graduate studies in Urban and Transportation Geography; B.A., Geography, minor in Public Administration**

San Diego State University, San Diego, CA (1974) Studies included Urban Transportation, Historical Preservation, Recreational Geography, Spatial Structure of Transport Systems, Statistics, and Traffic Engineering.

### **Member, American Institute of Certified Planners (1991-2008).**

**Author** (with Joseph Schilling) of *Code Enforcement: A Comprehensive Approach*, published by Solano Press Books (1994).



**ATTACHMENT A.3.**  
**Task Order, Subtasks, Time Allocation**  
**San Clemente Centennial Plan Zoning Implementation**

**TASKS, SCHEDULE AND HOURS**

**PHASE I – Conventional Parcel Implementation**

***Tasks 1-3***

- Analysis [1 Week] 16 hours
  - Rough Draft [1 Week] 24 hours
  - Staff Consultation [1 week] 8 hours; [Includes meeting with staff]
  - Draft Complete [1 Week] 8 hours
  - Attorney Consultation [1 Week] 4 hours; [Includes 'Office Hours' meeting with Attorney]
  - Study Session [1 week] 16 hours; [Includes meeting w/Planning Commission]
- Tasks 1-3 Schedule: 6 weeks***      ***Tasks 1-3 Time: 76 hours***

***Tasks 4-5***

- Analysis [1 Week] 16 hours
  - Rough Draft [1 Week] 24 hours
  - Staff Consultation [1 week] 8 hours; on-site
  - Draft Complete [1 Week] 8 hours
  - Attorney Consultation [1 Week] 4 hours; [Includes 'Office Hours' meeting with Attorney]
  - Study Session [1 week] 16 hours; [Includes meeting w/Planning Commission]
- Tasks 4-5 Schedule: 6 weeks***      ***Tasks 4-5 Time: 76 hours***

***Task Aggregation and Hearings***

- PC Hearing Preparation [1 Month]
    - Environmental 8 hours
    - Action Documents 16 hours
    - Staff Report 8 hours
    - Attorney Review 4 hours; [Includes 'Office Hours' meeting with Attorney]
    - Management Review 4 hours; [Includes CDD/City Planner Agenda briefing]
  - Planning Commission 8 hours; [Includes hearing at Planning Commission]
  - CC Hearing Preparation [1 Month]
    - Environmental 8 hours
    - Action Documents 16 hours
    - Staff Report 8 hours
    - Attorney Review 4 hours; [Includes 'Office Hours' meeting with Attorney]
    - Management Review 4 hours; [Includes City Manager agenda briefing]
  - City Council 8 hours; [Includes hearing at City Council]
- Hearings and Prep Schedule: 8 weeks***      ***Hearings and Prep Time 76 hours***

**PHASE II – Specific Plan Area Implementation**

***Tasks 1-3***

- Analysis [1 Week] 16 hours
  - Rough Draft [1 Week] 24 hours
  - Staff Consultation [1 week] 8 hours; [Includes meeting with staff]
  - Draft Complete [1 Week] 8 hours
  - Attorney Consultation [1 Week] 4 hours; [Includes 'Office Hours' meeting with Attorney]
  - Study Session [1 week] 16 hours; [Includes meeting w/Planning Commission]
- Tasks 1-3 Schedule: 6 weeks      Tasks 1-3 Time: 76 hours

***Tasks 4-5***

- Analysis [1 Week] 16 hours
  - Rough Draft [1 Week] 24 hours
  - Staff Consultation [1 week] 8 hours; [Includes meeting with staff]
  - Draft Complete [1 Week] 8 hours
  - Attorney Consultation [1 Week] 4 hours; [Includes 'Office Hours' meeting with Attorney]
  - Study Session [1 week] 16 hours; [Includes meeting w/Planning Commission]
- Tasks 4-5 Schedule: 6 weeks      Tasks 4-5 Time: 76 hours

***Task Aggregation and Hearings***

- PC Hearing Preparation [1 Month]
    - Environmental 8 hours
    - Action Documents 16 hours
    - Staff Report 8 hours
    - Attorney Review 4 hours; [Includes 'Office Hours' meeting with Attorney]
    - Hearing PowerPoint 6 hours
    - Management Review 4 hours; [Includes CDD/City Planner Agenda briefing]
  - Planning Commission 8 hours; [Includes hearing at Planning Commission]
  - CC Hearing Preparation [1 Month]
    - Environmental 8 hours
    - Action Documents 16 hours
    - Staff Report 8 hours
    - Attorney Review 4 hours; [Includes 'Office Hours' meeting with Attorney]
    - Hearing PowerPoint 4 hours
    - Management Review 4 hours; [Includes City Manager agenda briefing]
  - City Council 8 hours; [Includes hearing at City Council]
- Hearings and Prep Schedule: 8 weeks      Hearings and Prep Time 86 hours

**Phase III – By City Staff per CCC LUP Modifications, consisting of applying zones and standards as modified in Phase I**

**Phase IV – By City Staff per LCP Modifications, reconciliation and further amendments per referrals and directives made in previous phases**