

ATTACHMENT 1

**Oceano Revitalization Plan Contract
with the Local Government Commission**

**OCEANO REVITALIZATION PLAN
CONTRACT FOR SPECIAL SERVICES
BY INDEPENDENT CONTRACTOR**

THIS CONTRACT is made and entered into on this 8th day of May, 2012, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California [hereafter "County"], and The Local Government Commission, a California Corporation [hereafter "Consultant"].

WITNESSETH:

WHEREAS, the California Department of Transportation (Caltrans) provides a Community Transportation/ Environmental Justice Grant for qualifying towns; and

WHEREAS, the County of San Luis Obispo Planning and Building Department, as authorized by the Board of Supervisors on March 15, 2011, applied for a Caltrans Community Transportation/ Environmental Justice Grant for an "Oceano Revitalization Plan" in partnership with the Local Government Commission (LGC), a non-profit consulting firm, that works with communities, agencies and elected leaders to create healthy, walkable, and resource-efficient communities; and

WHEREAS, the County of San Luis Obispo Department of Planning and Building and the LGC were successful and were awarded an Environmental Justice grant in the amount of \$149,974 for a Revitalization Plan for the commercial core and surrounding area of the Town of Oceano with an effective date of February 1, 2012 and terminating no later than February 28, 2014; and

WHEREAS, pursuant to the terms of the Fund Transfer Agreement the County is providing an overall match of 10% (7.5% cash (\$12,498), and 2.5% in-kind staff time (\$4,166) towards the total project cost of \$166,638; and

WHEREAS, the LGC, the sub-recipient of the grant, assembled a team of sub-consultants that have been vetted and approved to work on the revitalization plan by the Caltrans; and

WHEREAS, it is understood that the Consultant shall be the independent contractor of the County to prepare the Oceano Revitalization Plan; and

WHEREAS, the Consultant represents that the persons performing the services for this contract are specially trained, experienced, expert and competent to perform such special services of completing the Oceano Revitalization Plan; and

WHEREAS, it is understood that Consultant, the officers and employees of Consultant, sub-consultants and the officers and employees of the sub-consultants will comply with all applicable federal or state laws while performing this contract; and

WHEREAS, it is understood that the Oceano Revitalization Plan is to be an independent, objective and unbiased work product. Consultant warrants that the Consultant, the sub-consultants and real persons working on this contract have no conflict of interest with this project and will produce an independent, objective and unbiased work product.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements and stipulations set forth herein, the parties agree as follows:

I. PREPARING THE OCEANO REVITALIZATION PLAN

A. GENERAL DUTIES OF THE CONSULTANT

Pursuant to this Contract, Consultant shall provide to the County the special services outlined in the approved Consultant's Scope of Work which document is attached in Exhibit "A" hereto and incorporated by this reference as if set forth in full.

B. GENERAL DUTIES OF THE COUNTY

1. The County will provide to the Consultant all data, instructions and approvals required of the County within fourteen (14) days from receipt of request submitted in writing by the Consultant.
2. County shall be responsible for fulfilling responsibilities of the Grantee pursuant to the Grant Agreement with the California Department of Transportation (Caltrans).
3. The Director of Planning and Building (Director) will review the draft and final of each written product and inform the Consultant as to whether or not the product is approved. If the Director does not approve the product, instructions will be provided to the Consultant.
4. The Director will inform the Consultant when each Task has been completed to the reasonable satisfaction of the Director. Where approvals are denied or exceed the fourteen day time period referenced above, the Scope of Work as contained in Exhibit "A" or the time frame for completion of the individual task, milestone or project as a whole may be revised by mutual consent of the Consultant and the Director.
5. The County shall provide for payment to the Consultant as provided by the terms of paragraph I.D below.
6. The County will provide background and technical information as requested. Where the request for background or technical information is simply not available or feasible to obtain, the Scope of Work as contained in Exhibit "A" or the time frame for completion of the individual Task, milestone or the project as a whole may be revised by mutual consent of the Consultant and the Director.

7. The Director may deny approval of an individual Task. Should this occur, the time period for completion of the individual Task and milestone shall be lengthened to a mutually agreed date pending successful completion of the Task. The Director may determine that it is in the best interest of the project to suspend the subject Task and proceed with the remaining Tasks, or to revise the Scope of Work as contained in Exhibit "A" and the time frames for completion of milestones or the project as a whole. These revisions shall be by mutual consent of the Consultant and the Director. Failure to reach agreement on changes in the Scope of Work or the time of completion within thirty days after the Director's rejection of an individual Task provides a basis for termination of the contract by the Consultant as specified under Paragraph II.H.2.

C. REPORTING

1. The County shall prepare and submit all reports required under its Grant Agreement with the California Department of Transportation.
2. The Consultant shall submit a monthly progress report to the County that includes the title or position description of each type of person performing the work, along with the total hours for each type of title or position description, the hours devoted to each work product or task, and the dates on which each work product or task are performed.

D. PAYMENT

The Consultant shall submit invoices to the County for each Task work product described in the following paragraph I.D.2. The Director must approve the submitted Task work products prior to payment for those products. The Director will notify Consultant in writing of approval of work products.

1. County's Maximum Cost. As consideration in full for all services performed by the Consultant within the agreed upon completion times and the final products approved by the Director, the County will pay the Consultant a maximum of \$162,472
2. Staging of Payments. The County will pay Consultant in staged payments throughout the performance of the Contract for the following Task work products:
 - a. Task 1 Management and Administration
 - b. Task 2 Project planning and coordination
 - c. Task 3 Public outreach and community awareness
 - d. Task 4 Charrette events
 - e. Task 5 Draft and Final Corridor Plan

The sums due under the timing of these staged payments will be identified for each product by the Consultant as delivered to the Director,

to be within its proportionate share of the total maximum cost of \$166,638 and as identified in the attached Project Timeline.

3. **Time of Payment.** County shall be obligated to pay Consultant following properly completed and submitted invoices for the Task work products in paragraph I.D.2 within 30 days of the Director's written approval of the work performed, which approval shall not be withheld unreasonably.
4. The Director shall review all work submitted by Consultant within fourteen (14) days in order to assure prompt payment of invoices. The work shall be performed in accordance with the steps and timeframes shown on the attached Project Timeline, but reasonable modifications to the schedule and percentages of payment for each task may be made by mutual consent of the Consultant and the Director.
 - a. **Management and Administration.** Consultant will be paid approximately four percent (4%) of the maximum amount in paragraph I.D.1. above (\$6,499), within thirty (30) days after the Director receives a correct invoice and approves completion of Tasks 1.1 – 1.2 in the Scope of
 - b. **Project Planning and Coordination.** Consultant will be paid approximately sixteen percent (16%) of the maximum amount in paragraph I.D.1. above (\$25,996), within thirty (30) days after the Director receives a correct invoice, and approves completion of Tasks 2.1-2.4 in the Scope of Work within the timeframe indicated on the Project Timeline.
 - c. **Public Outreach and Community Awareness.** Consultant will be paid approximately seven percent (7%) of the maximum amount in paragraph I.D.1. above (\$11,373), within thirty (30) days after the Director receives a correct invoice and approves completion of Tasks 3.1 – 3.4 in the Scope of Work within the timeframe indicated on the Project Timeline.
 - d. **Community Design Charrette.** Consultant will be paid approximately forty-four percent (44%) of the maximum amount in paragraph I.D.1. above (\$71,487), after the Director receives a correct invoice, and receives and approves completion of Tasks 4.1 – 4.3 in the Scope of Work and within the timeframe indicated on the Project Timeline.
 - e. **Draft and Final Plan.** Consultant will be paid approximately twenty-nine percent (29%) of the maximum amount in paragraph I.D.1. above (\$47,117), after the Director receives a correct invoice, and approves completion of Tasks 5.1 – 5.5 in the Scope of Work within the timeframe indicated on the Project Timeline. .

5. **Reallocation of Costs.** Costs for the Task work products that are listed in this section may be reallocated upon written mutual consent of the Director and the Consultant, if necessary to complete one Task with agreed priority over another Task. Agreement shall be in the form of a mutually signed letter and an adjusted budget showing the original and reallocated amounts.

6. **Early Termination Payment.** If the Contract is terminated prior to the completion of the final product for a reason other than breach by the Consultant, the County will pay Consultant for work performed on the Contract from execution to termination. Payment for attendance at meetings and hearings, travel and per diem shall be allocated to the phase in which the travel occurred. If any phase is not completed and the Contract is terminated due to breach by the Consultant, the amount due Consultant shall be the maximum amount of the Oceano Revitalization Plan less the amount required to hire and compensate a replacement Consultant to complete the project.

6. **Cost Containment.** In no event is the Consultant authorized to incur additional costs beyond the maximum amounts in this Contract without prior written agreement signed by the County. Before incurring additional costs or providing additional services, Consultant must inform the Director, in writing, of the estimated additional costs. Without prior written approval signed by the County, the County shall not be liable for any amount over the amounts specified herein.

7. **Early Payment.** For good cause, and in the sole discretion of the County, the County may make such early payments during any phase without terminating this Contract. The Consultant shall preserve the work performed to date and minimize the need to repeat work on the current phase. Before receiving an early payment, the Consultant shall submit an itemized statement showing time and materials spent from execution to date, specifically identifying the work done on the phase in progress and the estimated amounts remaining to complete the phase in progress. In no event shall the Consultant be entitled to early payment for a future phase. The Board of Supervisors delegates to the Director the authority to make early payments provided the Director retains sufficient funds to complete the phase in progress including costs to re-start a delayed phase. The County shall incur no liability for declining to make an early payment.

8. **Sources and Availability of Funds.** It is understood by the parties hereto that the funds being used for the purposes of this Contract are funds furnished to County through the Grant Agreement with the California Department of Transportation (Caltrans) and matching funds from the County of San Luis Obispo. Notwithstanding any other provision of this

Contract, the liability of County shall be limited to the \$12,498.00 of County funds available for the Project.

9. Reimbursement of Improper Expenditures. If at any time within applicable statutory periods of limitation it is determined by County or by the California Department of Transportation (Caltrans) or its duly authorized representatives, that funds provided for under the terms of this Contract have been used by or on behalf of the Consultant in a manner or for purposes not authorized or prohibited by the Grant Agreement with Caltrans, the Consultant shall, at County's request, pay to County an amount equal to one hundred percent of the amount improperly expended.

10. Relationship to Grant Agreement

The Consultant acknowledges and agrees that this Contract is subject to the obligations and limitations imposed on the County by the Grant Agreement with Caltrans and all future amendments to the Grant Agreement, and it is intended to be in conformance and harmony with it. The Consultant further acknowledges that if the Grant Agreement is terminated by the Department of Transportation prior to its implementation or funding, the County shall have the right to terminate or amend this Contract by giving written notice of the termination or amendment of this Contract to the Consultant. The Consultant hereby expressly agrees to the provisions of the Grant Agreement and further expressly agrees that nothing in this Contract shall be deemed to require the County to perform an obligation in conflict with the Grant Agreement. The Consultant further agrees that the County's rights to enter into amendments to the Grant Agreement are not, and shall not be restricted or impaired in any way by this Contract; however, County agrees to provide Consultant copies of any amendments which would add to, modify, or remove any obligations or limitations imposed upon County which would be applicable to Consultant.

II. GENERAL CONDITIONS

A. INDEPENDENT CONTRACTOR.

Consultant shall be deemed to be an independent contractor of the County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes, or permits the County to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject of this contract; provided always, however, that the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services.

B. NO ELIGIBILITY FOR FRINGE BENEFITS

Consultant understands and agrees that its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

C. INDEMNIFICATION.

Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Consultant, and that arise out of or are made in connection with the negligent acts or omissions, or willful misconduct, of consultant in the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses are brought by the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the negligence or willful misconduct of the County, its officers and employees. less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Consultant shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

D. INSURANCE.

Consultant, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Consultant's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, designated volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, designated volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. Minimum Scope and Limits of Required Insurance Policies. The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:
 - a. Commercial General Liability Insurance Policy ("CGL"). Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability

coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 aggregate for products-completed operations;

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Consultant's work under this Agreement.

b. Business Automobile Liability Policy ("BAL"). Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Consultant shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. Workers' Compensation And Employers' Liability Insurance Policy("WC/EL"). This policy shall include at least the following coverages and policy limits:

(i) Workers' Compensation insurance as required by the laws of the State of California; and

(ii) Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

d. Professional Liability Insurance Policy ("PL"). This policy shall cover damages, liabilities, and costs incurred as a result of Consultant's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Consultant shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2. Deductibles and Self-insurance Retentions. Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Consultant and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Consultant shall either reduce or eliminate such deductibles

or self-insured retentions as respect the County, its officers, employees, designated volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. **Endorsements.** All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:
 - a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
 - b. The County of San Luis Obispo, its officers, employees, designated volunteers and agents, and the State of California, its officers, agents, employees and servants are hereby added as additional insureds with respect to all liabilities arising out of Consultant's performance of work under this Agreement (CGL & BAL);
 - c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
 - d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
 - e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
 - f. Consultant and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, designated volunteers and agents for any loss arising under this Agreement (CGL); and
 - g. Deductibles and self-insured retentions must be declared (All Policies).
4. **Absence of Insurance Coverage.** County may direct Consultant to immediately cease all activities with respect to this Agreement if it determines that Consultant fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Consultant's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Consultant.
5. **Proof of Insurance Coverage And Coverage Verification.** Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Consultant, or each of Consultant's insurance brokers or companies, shall provide County a current copy of a Certificate

of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Consultant shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

San Luis Obispo County Department of Planning and Building
Attention: Accounting Section
County Government Center
San Luis Obispo, CA 93408

E. WARRANTY OF CONSULTANT.

Consultant, its officers and employees, and subcontractors will comply with all applicable federal or state laws while performing this Contract. Consultant represents that it, and each of the personnel employed or otherwise retained by Consultant, will at all times be properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to. Consultant represents that the persons performing the services for this Contract are specially trained, experienced, expert and competent to perform such special services of preparing the required Complete Communities Survey. Consultant represents that the Consultant, its subcontractors and real person working on this Contract have no conflict of interest with this project and will produce an independent, objective and unbiased work product.

F. NON-ASSIGNMENT OF CONTRACT.

Inasmuch as this Contract is intended to secure the specialized services of the Consultant, Consultant shall not delegate its obligations under this Contract and shall not assign or otherwise transfer its rights under this Contract or any interest therein without the prior written consent of County. Any such assignment, transfer, delegation, or subletting without the County's prior written consent shall be null and void.

G. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Consultant agrees that it and its subcontractor(s) shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), sexual orientation, marital status, and denial of family care leave. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and

Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated herein by reference and made a part hereof as if set forth in full.

H. TERMINATION OF CONTRACT FOR CAUSE.

1. County shall have the right to terminate this Contract effective immediately upon giving written notice to the Consultant if any of the following conditions occur:

- a. Consultant fails to perform its duties to the reasonable satisfaction of the County;
- b. Consultant fails to fulfill in a timely and professional manner its obligations under this Contract; or
- c. Consultant, or its agents or employees, fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; provided however, that in all instances the Director has contacted the Consultant, stating specific reasons for the dissatisfaction of the Director with the performance of the Consultant, and the Consultant has had a reasonable time to respond to the Director's concerns and, if any defect in performance of the Consultant exists, a reasonable time to cure such defect and has unreasonably failed to cure such identified defect.
- d. Consultant should be adjudged to be bankrupt, or if the Consultant makes a general assignment for the benefit of the Consultant's creditors, or if a receiver should be appointed in the event of the Consultant's insolvency, then County shall have the right to terminate this Contract effective immediately upon giving written notice thereof to the Consultant.

Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to effective date of such termination. Subject to the availability of Caltrans funds, the Consultant shall be paid for all work satisfactorily completed under the terms of this Contract to the effective date of such termination. If County's termination of the Consultant for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning the Consultant's performance, or any defect in the notice thereof, County's maximum liability shall not exceed the amount payable to the Consultant under paragraph I.D.1 of this Contract.

2. The Consultant may terminate this Contract for cause if the following conditions occur:

- a. The Director has unreasonably failed to perform the Director's duties under this Contract in a timely and professional manner, causing unreasonable delay within the control of the Director; and
- b. The Consultant has contacted the Director, personally, stating specific reasons for the dissatisfaction of the Consultant with the performance of the Director; and
- c. The Director has had a reasonable time to respond to the Consultant's concerns and if any defect in performance of the Director exists, a reasonable time to cure such defect has elapsed, and the Director has unreasonably failed to cure such identified defect; and
- d. The Consultant has given written notice of the Consultant's outstanding complaints pertaining to specific defects of the Director's performance under this Contract to the Director; and the Director has unreasonably failed to cure such identified defect; and
- e. The Consultant has given written notice of the Consultant's outstanding complaints pertaining to specific defects of the Director's performance under this Contract to the Board of Supervisors of the County of San Luis Obispo, and after a reasonable time, the Board of Supervisors fails to cure the outstanding defect by causing performance or by giving written notice to Consultant of an intention to perform within a reasonable time thereafter. If the Board of Supervisors fails to cure the defect within a reasonable time, the Consultant may give written notice of termination for cause delivered to the Board of Supervisors with an information copy to the Director.

I. TERMINATION OF CONTRACT FOR CONVENIENCE.

The County may terminate this Contract at any time by giving the Consultant written notice of such termination. Immediately upon receipt of notice of termination, Consultant shall discontinue work on the project and incur no further obligations or expenses. Consultant shall be paid the percentage of the total cost of Oceano Revitalization Plan that corresponds to the percentage of the products or document(s) that are reasonably satisfactorily completed prior to the Consultant's receipt of said termination.

J. ENTIRE AGREEMENT AND MODIFICATIONS.

This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties before the change or amendment occurs. Consultant specifically acknowledges that in entering into and executing this Contract, Consultant relies solely upon the provisions contained in this Contract and no others.

1. **Delegation of County Signatory Authority for Minor Modifications.** The Board of Supervisors delegates to the Director the authority to sign amendments to this Contract that make reasonable modifications to the time performance or that increase the scope of work and provide additional compensation, provided that all amendments do not total more than ten percent (10%) of the total lump sum amount stated in paragraph I.D.1 above. Any amendment beyond that cumulative amount or an amendment pertaining to any performance other than increasing the scope of work, including but not limited to insurance, indemnity, property and other provisions in this Contract must be in writing and signed by the Board of Supervisors. These additional funds are intended to provide for flexibility needed to respond to changes generated in writing by the County; not by the Consultant. Any modification to the Contract within the scope of this paragraph need only be signed by the Consultant and the Director; after approval as to form and legal effect by a Deputy County Counsel.

K. APPLICABLE LAW AND VENUE.

This Contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that the validity, enforceability, and interpretation of the Contract or any of its provisions shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, State of California, and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this Contract.

L. SEVERABILITY.

The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

M. RECORDS AND FINANCIAL DATA

1. All recorded data, preserved in any form, but not limited to materials generated for this project or existing information compiled for this project and any financial documents pertaining to this project are the property of the County.
2. Consultant shall maintain adequate supporting documentation in such detail so as to provide an audit trail of receipts, expenditures and disbursements. Consultant's records will permit tracing transactions from support documentation to the accounting records to financial reports and billings. Such documentation shall include, but shall not necessarily be limited to, subsidiary ledgers, payroll records, vendor invoices, canceled checks, bank or other financial account records, consultant contracts and billings, volunteer rosters and work logs, and lease or rental agreements. Such documentation shall be readily available for inspection, review and/or audit by representatives of the State.

3. All records, accounts, documentation and all other materials relevant to a fiscal audit or examination, as specified by the County or Caltrans, shall be retained by the Consultant for a period of not less than five (5) years from the date of termination of this Contract. After five years, if the Consultant wants to dispose of the background records, the Consultant shall give the County the option of taking possession of the records. The County's right to access includes the right to make copies of such information.
4. At the request of the Board of Supervisors, the County Planning Director, the Environmental Coordinator, the County Counsel, the County Administrator or the County Auditor, the County's agents or employees have a right to access these records wherever located during reasonable hours for up to five years after project approval.
5. If so directed by the County or Caltrans upon termination of this Contract, the Consultant shall cause all records, accounts, documentation and all other materials relevant to the work to be delivered to the County or Caltrans as depository. Consultant shall not be held liable for any reuse of the County-owned materials for purposes outside this Contract.

N. AUDIT

1. All records, accounts, documentation and other materials deemed to be relevant to the Project by the County or Caltrans shall be accessible at any time to the authorized representatives of the County or State government, on reasonable prior notice, for the purpose of examination or audit.
2. An expenditure which is not authorized by this Contract or which cannot be adequately documented shall be disallowed and must be reimbursed to the County or its designee by the Consultant. Expenditures for work not described in Section I of this Agreement shall be deemed authorized if the performance of such work is approved in writing by the County or Caltrans prior to the commencement of such work.
3. Absent fraud or mistake on the part of the County or Caltrans, the determination by the County and State of allowability of any expenditure shall be final.
4. The Consultant understands that the Consultant shall be subject to the examination and audit of the County Auditor-Controller and/or the Auditor General for a period of five (5) years after the final payment under this Contract. Pursuant to California Government Code § 10532, every County contract involving the expenditure of more than ten thousand dollars (\$10,000.00) in public funds is subject to examination and audit of the Auditor General for a period of five (5) years after final payment under the Contract. Consultant shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all

direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitutes "records" for the purposes of this paragraph. Consultant shall maintain and preserve, until five years after termination of this Contract, and permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers, and records of Consultant related to this Contract. Consultant and County shall ensure the confidentiality of any records that are required by law to be so maintained.

O. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS.

Pursuant to Government Code section 7550, if the total cost of this Contract is over five thousand dollars (\$5,000.00), the Consultant shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

When multiple documents or written reports are the subject or product of contracts, the disclosure section may also contain a statement indicating that the total Contract amount represents compensation for multiple documents or written reports.

P. CONSULTANTS AND SUBCONTRACTORS

The Consultant agrees to, and shall require its subcontractors to agree to:

1. Perform the work in accordance with federal, state and local housing and building codes as applicable.
2. Comply with the Labor Standards described in 24 CFR 570.603 and with the provisions of the California Labor Code, as applicable.
3. Comply with the applicable Equal Opportunity Requirements described in 24 CFR 570.607.
4. Maintain at least the minimum state-required workers' compensation insurance for those employees who will perform the work or any part of it.
5. Maintain, if so required by law, unemployment insurance, disability insurance and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Consultant or any subcontractor in performing the work or any part of it.

Q. COMPLIANCE WITH COUNTY AND STATE LAWS AND REGULATIONS

The Consultant agrees to comply with all County and State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity and all other matters applicable to the Consultant and the work.

R. NOTICES

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the following address as appropriate:

1. To the Director;

Department of Planning and Building
County Government Center, Room 200
San Luis Obispo, CA 93408

2. To the Board of Supervisors;

Board of Supervisors
County Government Center, Rm D430
1055 Monterey Street
San Luis Obispo, California 93408

3. To the Consultant;

Linda Cloud, Managing Director
Local Government Commission
1303 J Street, Suite 250
Sacramento, CA 95814-2936
916-448-1198

S. COPYRIGHT.

Any deliverables the Consultant or any sub-consultant or person responsible to the Consultant under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Consultant, sub-consultant or person responsible to Consultant during the performance of this Contract

T. CONFIDENTIALITY.

No reports, maps, information, documents, or any other materials given to or prepared by Consultant under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Consultant without the prior written approval of County. However, Consultant shall be free to disclose such data as is publicly available.

U. EQUIPMENT AND SUPPLIES.

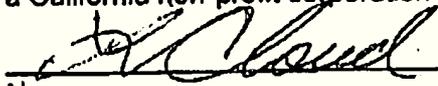
Consultant will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

V. PRIORITY OF INCONSISTENT CONTRACT TERMS AND CONDITIONS.

To the extent that any terms or conditions set forth in Exhibit "A", the Consultant's proposal, or past business practices between Consultant and County or Director differ from the terms and conditions of this Contract, the terms and conditions expressed in the typed body of this Contract, without reference to Exhibit "A", are controlling.

CONSULTANT

The Local Government Commission,
a California non-profit corporation


Name

Managing Director
Title

Linda Cloud
Name

Title

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this on
_____, 2012

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

County Counsel
By: 
Deputy County Counsel

Date: 4.24.2012

Exhibit A

**Consultant's Scope of work
Local Government Commission**

Oceano Revitalization Plan

The County of San Luis Obispo will be the applicant and the grant recipient and manager, with the Local Government Commission (LGC) as a sub-recipient. LGC will assemble and lead a multi-disciplinary team of planning, design and engineering experts. The roles and responsibilities of the County, sub-recipient and consultants are detailed below.

San Luis Obispo County (County) will act as the fiscal administrator for the project, and establish and oversee contractual agreements with the LGC. The County staff will coordinate with project partners and any advisory committees. Staff will also participate in the charrette, attend meetings, and prepare invoices and quarterly reports. Staff will also coordinate with LGC to help publicize the project and ensure public participation in all aspects of the community planning process.

The Local Government Commission (LGC) will organize and facilitate the public planning process, conduct outreach and prepare publicity materials, contract with and lead the project consultant team, and produce the resulting plan document. The LGC is a 501(c)(3) non-profit membership organization of agencies, elected officials, planning and design professionals, and community leaders that has been helping California local governments build livable, sustainable communities for 30 years. The LGC has conducted over 30 public design charrettes focusing on creating safe, walkable, bicycle-friendly and prosperous corridors, neighborhoods and downtowns throughout California since 2001.

Opticos Design, Inc. will provide urban design and architectural expertise and prepare the principal visual planning and design products for presentations and the plan, including base maps, conceptual corridor and related development concepts, diagrams, renderings and perspectives. Opticos is a Berkeley-based firm that has partnered successfully with LGC on numerous projects in California, many in small Coastal and Central Valley towns and unincorporated communities. The firm has extensive experience with strategies to create sustainable, pedestrian-oriented and economically viable places, and is highly skilled in public charrette-based planning. Opticos is also a national leader in the creation of innovative regulatory tools using form-based coding to facilitate high quality development and public spaces in a variety of scales and settings.

Nelson\Nygaard (NN) will provide transportation engineering expertise, with an emphasis on multi-modal transportation planning, traffic engineering, and complete streets and contextual roadway design. NN specializes in the development of transportation systems that balance the needs of all users of the public right-of-way while enhancing the livability of communities and neighborhoods. NN staff has served as transportation engineer on numerous LGC design charrettes in small unincorporated communities in California.

Lisa Wise Consulting, Inc. (LWC) is based in San Luis Obispo and will provide local-based land use planning, economic, and natural resource management expertise. The firm focuses on revitalizing urban areas and creating sustainable communities. LWC has extensive experience in the formulation and implementation of community plans, strategic economic analyses, feasibility studies, development codes, and housing elements with a strong reliance on stakeholder facilitation and participation. LWC has collaborated with LGC on past projects and

has frequently partnered with Opticos Design on planning projects and the development of form-based codes.

Scope of Work:

Task 1: Management and Administration

San Luis Obispo County Planning and Building Department will be the administrator of the project, which includes contracting, reporting, accounting, invoicing, and provision of documentation as required by Caltrans. The County will designate a staff member from the Planning and Building Services Department to serve as project manager and facilitate interdepartmental coordination and communication with County elected officials and the public.

Task 1.1: Project Startup. The County will hold an administrative kick-off meeting with Caltrans District staff and LGC to discuss invoicing, progress reporting, grant procedures and establish overall project expectations. The County will contract with LGC and LGC will conduct contracting arrangements with consultant team members.

Task 1.2: Reporting. *LGC will provide invoices and quarterly summaries of work performed and tasks completed to the County. County staff will participate in the project and submit reports as required to Caltrans.*

Task	Deliverable	Documentation
1.1	<i>Kick-off meeting, project contracts</i>	<i>Agenda and summary notes</i>
1.2	<i>Fiscal management and project monitoring</i>	<i>Invoices and quarter reports with descriptions of tasks completed and work performed</i>

Task 2: Project Planning and Coordination

Task 2.1: Technical Advisory Committee. The County and LGC will form a Technical Advisory Committee (TAC) with members from County Planning and Public Works, Supervisor District staff, Caltrans, and Oceano Community Service District. The County will hold a kick-off meeting with the LGC and the TAC to clarify the scope of work and discuss the goals of the project. LGC team members will meet periodically with the TAC with the option of having some meetings via conference call or webinar.

Task 2.2: Advisory Group. The County and LGC will form a Community Stakeholder Group with representatives from the Oceano Advisory Committee, business representatives, seniors, youth organizations, and others to provide community stakeholder perspectives on leading pedestrian, bicycle, transit and motorized traffic concerns and community development issues. The group will also provide guidance on the community engagement process, including identification of hot button issues, additional players and potential resources to pursue for plan implementation, and strategies to engage all segments of the community. LGC will meet twice with the

CSG in advance of the community design charrette and maintain communication with CSG members for updates and input during the course of the project.

Task 2.3: Data Collection. The County and members of the TAC will coordinate with LGC team members to gather available information for the study area, including regional and City policy and code documents, bike and trail plans, traffic volume and crash data, regional blueprint and transportation plans, drainage and other infrastructure data and studies, and other relevant community planning documents.

Task 2.4: Map Preparation. *The County will assist LGC team members with identifying and acquiring the best available aerial imagery and GIS data for the study area. LGC team members will prepare base maps for design and analysis work and for use during meetings and community input activities.*

Task	Deliverable	Documentation
2.1	<i>TAC formation and two meetings in Oceano (additional meetings will be held via phone conference as needed)</i>	<i>Agenda, list of members, summary notes</i>
2.2	<i>AG formation and two meetings in Oceano, on-going email and web communications</i>	<i>Agenda, list of members, summary notes</i>
2.3	<i>Collected planning information</i>	<i>Planning data list</i>
2.4	<i>Base maps</i>	<i>Electronic files and printed maps</i>

Task 3: Public Outreach and Community Awareness

LGC will work with County staff, Advisory Group and TAC to identify effective outreach and publicity methods to encourage participation in the community events

Task 3.1 Outreach List. LGC will compile a comprehensive list of stakeholders to invite to the community engagement events. This list will include business owners on the Highway 1/Front Street corridor, community service groups, media outlets, business organizations (Chamber of Commerce), faith-based organizations, and other formal and informal contacts identified with the help of the Advisory Group.

Task 3.2 Produce Materials. LGC will produce flyers, posters, and other informational materials as deemed necessary in consultation with the Advisory Group and TAC. Key materials will be produced in English and Spanish to reach the Spanish-speaking population.

Task 3.3 Distribute Materials. LGC and advisory group members will distribute flyers and information about the charrette through their communication networks and provide flyers and posters to stakeholders and local leaders for distribution and display at

service centers. Oceano Elementary School will be asked to send bilingual flyers home with students. Notices will be included with Oceano Community Service District bills.

Task 3.4 Media Publicity. Announcements and press releases will be distributed to local newspapers and newsletters, and other local media. Information will be posted on the County web site and other local web sites. LGC will solicit advisory group members to post signs or banners announcing events. Businesses and service centers will be asked to display posters.

Task	Deliverable	Documentation
3.1	<i>Outreach List</i>	<i>Electronic files</i>
3.2	<i>Outreach materials (flyers, posters, etc.)</i>	<i>Electronic and printed materials</i>
3.3	<i>Materials distribution</i>	<i>Distribution summary</i>
3.4	<i>Media publicity</i>	<i>Press releases, web postings, etc.</i>

Task 4: Charrette Events

The weeklong charrette is the centerpiece of this proposed community-based planning project and will consist of multiple public engagement activities concentrated over seven days. The activities will be used to establish guiding principles and proposed design strategies for the revitalization plan. LGC will coordinate and facilitate all events. The LGC consultant team will be on hand throughout the events to translate the input into plan concepts.

Task 4.1: Agenda Development. *LGC will coordinate with the TAC and the CSG to select dates, times and accessible locations for the community engagement events and determine event details and specific strategies to facilitate community input and collaboration. The charrette date will be set for Spring 2012 or Fall 2012, depending on which time period is determined optimal for community participation.*

Task 4.2: Charrette Events. The conceptual schedule of activities includes:

- DAY 1: Conduct fieldwork. Hold 1–2 stakeholder group focus meetings (60-90 minutes each). Prepare evening presentation. Hold evening opening community meeting with visioning presentation and prioritization activities.
- DAY 2: Continue stakeholder focus group meetings and fieldwork.
- DAY 3: Conduct walkability audits. Follow with technical training presentation, and community design tables (stakeholders and residents work together to draw their ideas on table maps).
- DAYS 4–7: Consultant team members will work on site in intense production developing recommendations, concepts and illustrative graphics.
- DAY 5 or 6: Work progress briefing and review with TAC.

- DAY 7: Closing presentation of proposed recommendations and concepts to the community for feedback, comments and guidance.

Task 4.3: LGC will compile a record of the process for inclusion in the final plan.

Task	Deliverable	Documentation
4.1	<i>Charrette Agenda</i>	<i>Charrett Agenda</i>
4.2	<i>Meetings, workshops, walkability audits, presentations</i>	<i>Copies of presentations, photos, participants lists</i>
4.3	<i>Summary of process and activity responses</i>	<i>Chapter in final plan</i>

Task 5: Draft and Final Corridor Plan

Based on input from the community engagement process, the LGC consultant team will prepare the plan document that builds upon existing complementary plans, such as the *2002 Oceano Specific Plan, 2004 Oceano Drainage Study, Cal Poly San Luis Obispo Cultural Environments Design Focus Studio summary report for Oceano, and the San Luis Obispo Council of Governments 2010 Regional Transportation Plan-Preliminary Sustainable Communities Strategy.*

Task 5.1: Review Proposed Plan Contents. Two weeks after the charrette, the consultant team will prepare an outline of the plan and a list of outstanding questions, concerns or critical or controversial issues that might have emerged during or after the charrette. These documents will be circulated to the County, TAC and Caltrans for direction.

Task 5.2: Draft Plan Preparation. Within three months after the charrette, the LGC project team will prepare the draft plan. The plan will be graphically illustrated with maps, cross sections, site plan sketches and diagrams, photos and perspectives easily understood by the general public. The plan will identify small and immediately feasible public infrastructure enhancements and longer-term projects that are more capital intensive. It will also contain a record of the charrette process, proposed timing and prioritization for implementation of the recommendations, and potential funding sources. Core components will include:

- An overall community development and circulation framework plan for streets, public spaces and development opportunity sites. The plan will focus on balancing the mobility needs of all types of users, with traffic calming designs and streetscape elements to provide safety, community appeal and identity.
- Conceptual designs for short and long-term site, street and infrastructure improvements and development strategies suitable for future funding programming and grant applications. Plan view drawings (or others as needed) for all proposed facilities will be provided in scaleable format accompanied with estimates of probable cost based on cited professional standards.
- An assessment of the potential for nonresidential development that capitalizes on local resources and amenities, such as agriculture and tourism, and expands opportunities for local residents to increase income and wealth.

Task 5.3: Draft Plan Review and Revisions. LGC will submit the Draft Plan to the County for review by the TAC, Caltrans and members of the CSG for initial review and comment, and then wider circulation. The County will send Draft Plan copies to the CSG and other interested parties for review and comment. The LGC will organize and attend one community meeting to present the Draft Plan and conduct discussion and feedback. The LCC will deliver a summary of comments and consensus decisions at this workshop. The County will review the written comments and respond with appropriate wording for any necessary corrections. The County will provide a consolidated set of consistent comments to the LGC team for one round of revisions and plan finalization.

Task 5.4: Community Presentation. The LGC team will present the completed plan to the Community at a meeting to hear comments and seek agreement or revisions. LGC and County will review input received for possible inclusion in the Final Plan.

Task 5.5: Final Plan and Presentation. The LGC team will present the Final Plan to the County Board of Supervisors for adoption and implementation decisions.

Task	Deliverable	Documentation
5.1	<i>Outline of plan contents and issues for direction</i>	<i>Outline and issues list</i>
5.2	<i>Draft plan document</i>	<i>75+ page plan in pdf format</i>
5.3	<i>Draft plan review and revisions</i>	<i>Revised plan based on review comments in pdf format, web access, and paper formats.</i>
5.4	<i>Presentation of the plan to the community</i>	<i>Copy of presentation, participant list</i>
5.5	<i>Presentation of the plan to the County Board of Supervisors</i>	<i>Copy of presentation, agenda, staff report, minutes</i>

