

RESOLUTION NO. 2019-56

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF SAN JUAN BAUTISTA
APPROVING A SECOND AMENDMENT AND EXTENSION TO THE AGREEMENT
BETWEEN THE CITY AND
HARRIS AND ASSOCIATES FOR PLANNING SERVICES**

RECITALS

WHEREAS, on November 7, 2017, the City Council of the City of San Juan Bautista approved an agreement with Harris and Associates for Engineering Services; and

WHEREAS, on May 15, 2018, the City Council of the City of San Juan Bautista approved Amendment 1 to an agreement with Harris and Associates for Engineering Services to extend the contract terms to June 30, 2018 and increase the maximum not-to-exceed limit to \$500,000; and

WHEREAS, on April 16, 2019, the City Council extended the term of this Agreement until December 31, 2019; and

WHEREAS, on June 18, 2019, the City hired a new City Engineering firm, but did not cancel the Harris Agreement to assure their work was completed; and

WHEREAS, the City requires consulting work for Planning Services, and after soliciting proposal from four different firms, Harris and Associates has been selected to provide these services; and

WHEREAS, it is recommended that the City Council approve Amendment #2 to the Agreement between the City and Harris and Associates adding Planning Services, as described in the scope of work attached to and provided herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA, CALIFORNIA, HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Agreement is hereby amended adding the Planning Services described in the attached scope of work, and extends the Term of the Agreement until September 30, 2020, (unless otherwise terminated as specified in the agreement) with a maximum not-to-exceed limit of \$113,920 (plus engineering design services already in progress at an estimated cost of \$121,077) and authorize the City Manager to execute the Agreement on behalf of the City.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council held on November 19, 2019, by the following vote:

AYES: **DeVries, Freeman, Jordan, Edge, Flores**

NOES: **None**

ABSTAIN: **None**

ABSENT: **None**


César E. Flores, Mayor

ATTEST:


Laura Cent, City Clerk

Amendment #2

This is Amendment #2 to Agreement for City Engineering Services ("Agreement") between the City of San Juan Bautista ("City) and Harris & Associates ("Consultant") executed on January 11, 2018.

WHEREAS on June 5, 2018, City and Consultant entered into an Amendment 1 to the Agreement to extend the term of the Agreement to June 30, 2019 and to increase the Consultant's compensation from \$200,000 to \$500,000; and

WHEREAS the City and Consultant desire to amend the Agreement to (a) extend the term of the Agreement to December 31, 2020; (b) increase the compensation amount from \$500,000 to \$613,920 for additional planning services; (c) add to the Agreement Exhibit A-1 for additional scope of work and Exhibit B-1 for additional fee schedule; and (d) change the project key personnel to Frank Lopez and Kate Giberson.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, the City and Consultant agree as follows:

1. Section 23. Amendments, Changes or Modifications. This Agreement is not subject to amendment, change or modification except by a writing signed by the authorized representatives of City and Consultant
2. Section 1. Scope of Work.

Section 1 (a), 1st Sentence shall be amended to "Consultant is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in Exhibit A and Exhibit A-1 attached hereto ("Scope of Work") and by this reference made a part hereof."

Section 1 (c), 2nd Sentence shall be amended to "Each authorized Task Order issued under this Agreement by City shall be incorporated by reference as an integral part of Exhibit A and Exhibit A-1 and into the terms and conditions of this Agreement.

Section 1 (h), 1st Sentence shall be amendment to "City shall cooperate with Consultant and will furnish all information data, records and reports existing and available to City to enable Consultant to carry out work outlined in Exhibit A and Exhibit A-1."

3. Section 2. Term of Agreement & Commencement of Work.

Section 2 (a), 1st Sentence shall be amended to "Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire on December 31, 2020 unless extended by amendment or terminated earlier as provided herein."

Attachment to San Juan Bautista City Council Resolution 2019-56, Page 2

Section 2 (b), Last Sentence shall be amended to "Consultant may be required to prepare a written schedule for the work to be performed, which schedule shall approved by the City and made a part of Exhibit A and Exhibit A-1, and to perform the work in accordance with the approved schedule."

4. Section 3. **Compensation.**

Section 3 (a) shall be amended to "City liability for compensation to Consultant under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Consultant in an amount not to exceed Six Hundred Thirteen Thousand Nine Hundred Twenty Dollars (\$613,920.00) in accordance with the provisions of this Section and the Fee Schedule attached as Exhibit B and Exhibit B-1 of the original agreement and incorporated herein by this reference."

Section 3 (b) shall be amended to "The City will pay the Consultant under Task Orders on a time and materials/reimbursable expenses (T&M) basis. The hourly rate in Exhibit B and Exhibit B-1 apply to all Task Orders."

Section 3 (f), Last Sentence shall be amended to "Compensation for any authorized Extra Work shall be paid in accordance with Exhibit B and Exhibit B-1."

5. Section 5. **Administrator, Project Manager & Key Personnel.**

Section 5 (b) shall be amended to "Consultant designates Frank Lopez as its Project Manager who shall coordinate all phases of the Project. The Project Manager shall be available to City at all reasonable times during the Agreement term."

Section 5 (c), Last Sentence shall be amended to "The key personnel for performance of this Agreement are as follows:

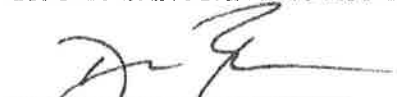
- Frank Lopez, Senior Director, Engineering
- Kate Giberson, Director, Environmental Planning and Compliance

6. All other portions of Sections 1, 2, 3, 5 and 23 remain unchanged.

7. All other sections of the Agreement shall remain unchanged and in effect.

The City and Consultant have executed this Amendment #2 as of October 21, 2019.

CITY OF SAN JUAN BAUTISTA


Don Reynolds, City Manager

HARRIS & ASSOCIATES

Frank S.
Lopez

Frank S. Lopez, Senior Director

Digitally signed by Frank S.
Lopez
Date: 2019.10.18 13:54:58
-07'00'



Harris & Associates.

October 18, 2019

EXHIBIT A-1

Don Reynolds
City Manager
City of San Juan Bautista
311 2nd Street
San Juan Bautista, California 95045

cc: Frank Lopez, Senior Director, Harris & Associates

Proposal to Provide Planning Services to the City of San Juan Bautista

Dear Mr. Reynolds:

Harris & Associates (Harris) appreciates the opportunity to provide planning services to the City of San Juan Bautista (City). This memorandum includes our understanding of the requested services, our standard billing rates, and cost estimate for the requested services.

Harris understands you would like to amend our existing on-call contract to include the requested services and extend the contract, which expires December 31, 2019, to December 31, 2020.

REQUESTED SERVICES AND STAFFING

Our understanding of the requested services is based on your October 9, 2019, email to me.

The City requires experienced professional staff to manage both current planning and advanced planning efforts, including managing 5-6 open cases, assisting with CEQA compliance, and attending Planning Commission and City Council meetings. The following work assignments were provided by the City as examples, but we understand that actual work assignments may vary.

Current Planning

- Formalize the Entitlement Permit process, with a single form application, ending in an approved Entitlement Permit acknowledged and signed by the applicant and the City (consider recording this on the title)
- Coordinate, expedite and facilitate the building permit process and plan check process (working with the contract city engineer, contract building official, and planner)
- Conduct a weekly review of development projects, meetings requested by developers, various zoning interpretations, questions and inquiries
- Prepare meeting agendas, hearing notices, and the like
- Address CEQA concerns, questions and processes

Attachment to San Juan Bautista City Council Resolution 2019-56, Page 4

- Manage various applications moving forward including Casa Rosa, the health clinic, and adjacent housing development on Muckelemi
- Work with Code Enforcement

Advanced Planning

- Initiate a Specific Plan for Annexation of properties in south San Juan Bautista
- Implement the Cannabis Ordinance
- Implement Cell Tower lease process and update codes to reflect State codes and 5G
- Complete the Housing Element
- Review and update the inclusionary housing element
- Review and update the Historic Resources Ordinance

The City seeks assistance up to 20 hours per week for a month, with a more intensive effort in the beginning (up to 40 hours per week), and then tapering off to 5 hours per week as City systems are improved. The duration of services would be required for a minimum period of three months and may continue for up to one year.

Accordingly, we have presented an hours estimate over the course of one year (Table 1) upon which to base the cost estimate (Table 2) for the purposes of providing staff augmentation for planning and environmental compliance services, with the following key staff:

- David Mack, Project Manager/Senior Planner, who has served in a senior planning capacity with the City of Marina and County of Monterey, prior to joining Harris & Associates.
- Michelle Stiefel, Environmental Analyst, who serves as a junior analyst and will assist David with planning and environmental compliance tasks as needed.

We understand that you would like to re-assess the hours and staff every quarter to adjust up or down as funding allows and the work load justifies.

If preparation of CEQA documents, such as Initial Study/Mitigated Negative Declaration or Environmental Impact Report, is required, a specific scope of work and cost estimate would be developed, and a contract amendment may be required.

BILLING RATES AND COST ESTIMATE

Our standard Range of Hourly Rates sheet has been attached, with key staff and their billing rates identified. The cost estimate for the services and hours described herein is \$113,920 (refer to Tables 1 and 2).

Sincerely,
Harris & Associates, Inc.



Kate Giberson
Director, Environmental Planning + Compliance
(831) 419-6800 mobile ■ Kate.Giberson@WeAreHarris.com