County of San Luis Obispo
GENERAL SERVICES AGENCY
Janette D. Pell, Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL PS- #1160
SAN MIGUEL COMMUNITY PLAN – ECONOMIC STRATEGY

January 4, 2012

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for a water study to be conducted in association with the San Miguel Community Plan update.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit one (1) hard copies and one (1) electronic copy (on CD or DVD) of your proposal on February 6, 2012 by 3:00 p.m. to:

County of San Luis Obispo
Phil Haley, GSA - Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Michael Conger at mconger@co.slo.ca.us or (805) 781-5136.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Michael Conger at mconger@co.slo.ca.us. All questions will receive a response within two (2) business days. The question and its response will be posted (anonymously) on the site: http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

PHIL HALEY
Buyer – GSA - Purchasing
phaley@co.slo.ca.us

LOCAL VENDOR PREFERENCE

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature:_____ Dated: _____

PROPOSAL SUBMITTAL AND SELECTION

1. All proposals, consisting of [number (#)] hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on February 6, 2012. Late proposals will not be considered and will be returned, unopened.

2. All correspondence should be directed to:

   San Luis Obispo County
   General Services Agency
   1087 Santa Rosa Street
   San Luis Obispo, CA 93408
   ATTENTION: PHIL HALEY
   Telephone: (805) 781-5904

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.

4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.

5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.

6. This Request for Proposal does not constitute an offer of employment or to contract for services.

7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.

8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.

9. All proposals shall remain firm for sixty (60) days following closing date for receipt of proposals.

10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.

11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements

and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.

12. The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit A.

13. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

> ***NOTICE:*** *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

14. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP #1101, your Acrobat (pdf) file would be named: **ACME 101.pdf**)

    Additionally, if you deem any part of your proposal as proprietary and not to be disclosed under the California Public Records Act as explained in item 13 above, please mark the CD with the phrase "**Proprietary Information Included**". This can be hand written or printed on the CD label.

PROPOSAL FORMAT

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title

2. Applicant or Firm Name

3. Firm Qualifications

    a. Type of organization, size, professional registration and affiliations.

    b. Names and qualifications of personnel to be assigned to this project.

    c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.

    d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.

    e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.

4. Understanding of and Approach to the Project

    a. Summary of approach to be taken.

    b. Description of the organization and staffing to be used for the project.

    c. Indication of information and participation the proposer will require from County staff.

    d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.

5. Fees and Insurance

    a. Propose total fixed fees to complete project as described under Project Scope.

    b. The selected Consultant will be required to provide insurance coverage in the amount of $ 500,000 General Liability Insurance and $ 500,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.

c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

d. 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, and that arise out of or are made in connection with the acts or omissions relating to 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 arise from 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 sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Violation of civil rights.
9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Consultant is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and Ahold harmless@ rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

Scope of Work:
Economic Strategy – San Miguel Community Plan Update

SECTION 1: GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to provide interested consultant firms with sufficient information concerning the services desired by the County of San Luis Obispo. This information is intended to enable the firms to prepare and submit proposals to prepare an economic strategy for the San Miguel Community Plan update. The economic strategy is intended to accomplish the following goals:

A. Align community plan goals and policies with the strategies identified in the County's Economic Element and in the Economic Vitality Corporation's *San Luis Obispo Clusters of Opportunity Economic Strategy*.

B. Identify actions and strategies that can be pursued to increase economic activity in San Miguel, with particular focus given to tourism, wine and agriculture, specialized manufacturing sectors.

C. Provide information about the number of households required to support different types of stores and services.

1.2 Inquires

If the consultant has any questions in regards to this RFP, please contact **Michael Conger** at **(805) 781-5136** or **mconger@co.slo.ca.us**.

1.3 Contract Amount

The consultant shall prepare a cost estimate based upon the services requested in this RFP. The economic strategy document shall be bid at a firm, fixed price. Staff meetings and public hearings shall be bid on a time and materials basis. Approximately **$32,300** has been budgeted for this study.

1.4 Project Background

The County is undertaking a comprehensive update to the San Miguel Community Plan. As part of this plan, we anticipate changes to land use categories (i.e. zoning), land use and circulation goals and policies, and establishment of implementation standards and programs including development of a mechanism for public facility financing.

1.5 Project Location

The community plan update will affect the unincorporated town of San Miguel, which is located approximately 6 miles north of Paso Robles and 2 miles south of the Monterey County Line, along US Highway 101.

1.6 Project Description

A detailed project description is attached for your review.

SECTION 2: SCOPE OF WORK

2.1 Analysis

Analysis shall be done under the direction of a qualified consultant with expertise in economic planning, and shall include:

A. Review of pertinent background documents, including those identified in Section 5. \

B. Analysis of existing conditions. This should include:
   (1) A description of present economic conditions in San Miguel.
   (2) Identification of strengths, weaknesses, opportunities, and constraints
   (3) Identification of the commercial needs and desires of the community.
   (4) Identification of the needs and desires of businesses in the tourism, agriculture/winery, and specialty manufacturing sectors.

C. Discussion on the feasibility of accessing the existing fiber optic cable running through the railroad right-of-way.

D. Analysis of land uses outside, but close to the community (e.g. Camp Roberts, wineries, etc.) that have the potential to affect San Miguel's economy.

E. Case studies of similar communities, discussing economic strategies applied and lessons learned.

F. Recommended strategies to increase tourism in San Miguel.

G. Recommended strategies to create new employment opportunities in San Miguel (e.g. attracting specialty manufacturing businesses)

H. Identification of the types and sizes of various retail and service commercial businesses that will be needed to support San Miguel's projected population in 2035.

I. Identification of the types and sizes of businesses that San Miguel *can* support.

J. Evaluation of the sufficiency of vacant and underutilized land designated for commercial development, and any recommendations to reduce or expand commercial zoning.

K. Conclusions and additional observations.

2.2 Kick-Off Meeting

The consultant shall be available for a "kick-off" meeting and to meet with one or more County staff members, staff from outside agencies, and/or stakeholders. The cost estimate shall include the "kick-off" meeting. The purpose of this meeting will be to accomplish the following:

A. Establish the project development team to oversee the process.

B. Review the scope-of-work and finalize the work plan.

C. Establish communications protocol.

D. Establish project budget and schedule.

E. Develop consensus on key project issues, goals, and methodologies.

2.3 Optional Tasks

As part of the proposal, please provide a separate description of the work plan, methodology, timing, and cost for the following tasks. These optional tasks will be exercised at the option of the County:

A. *Attendance at Public Hearings*

Attendance at up to **two (2)** public hearings may be necessary. The consultant shall be prepared to respond to questions, make presentations, and/or participate in an advisory capacity during the hearings. The costs for attendance at public hearings shall be itemized.

B. *Attendance at Additional Meetings*

In addition to the kickoff meeting please provide cost estimates for attendance of additional meetings and/or teleconferences. Up to **three (3)** additional meetings may be necessary.

2.4 Project Coordination

There must be sufficient time budgeted for project management tasks, including (but not limited to) the following:

A. Communication with agency staff and project stakeholders, as necessary, to discuss and resolve key issues in a timely manner. This will include proactive coordination with the Economic Vitality Corporation (EVC), San Miguel Chamber of Commerce, and local business owners and managers.
B. Presenting the draft report and addressing
C. Establishing and maintaining project records, including meeting records, paper and email communications, documentation, deliverables, invoices, etc.
D. Day-to-day project staff management.
E. Quality control/assurance.
F. Budget control/assurance.

2.5 Deliverables

The format for all text documents, tables, charts, and illustrations shall be formatted to be printed on **8½ inch by 11 inch** paper. If oversize inclusions are necessary, they will be formatted to **11 inches by 17 inches**. Documents and exhibits should be able to be read and interpreted when reproduced in black and white. Document covers for all related documents shall be coordinated so they appear as a "set". The final report should be designed to effectively convey information to the public, with technical information placed in the appendices. Digital copies of all administrative drafts, drafts, and final documents shall be provided in both Adobe Portable Document Format (PDF) and editable Microsoft Word format. The digital copies may be submitted either on compact disc or by providing a link for download. In the interest of reducing unnecessary energy consumption, we ask that hard copies not be submitted. Deliverables shall include the following:

A. A technical memorandum describing present economic conditions and strengths, weaknesses, opportunities, and constraints.

B. A second technical memorandum discussing criteria for selecting case study communities, identifying the communities selected, and explaining the reason for selecting these communities for evaluation.
C. Administrative draft economic strategy report, for review and comment by County staff.
D. Draft and final economic strategy reports.

SECTION 3: PROPOSAL CONTENT

3.1 Form

Proposals and supporting materials shall be submitted in digital format on compact disc or by providing a link for download. Acceptable formats include Microsoft Office (.doc,, .docx, .xls, .xlsx) and Adobe Acrobat PDF (.pdf). Legibility, clarity and completeness are essential. Proposals should provide assurance that the firm has the professional capability to satisfactorily complete all tasks as described in Section 2 of this RFP. In the interest of reducing unnecessary energy consumption, we ask that you not submit hard copies of your proposal.

3.2 Personnel and Experience

If subcontractors are to be used, describe the methods that will be used to assure their cooperation and performance. Describe the project contribution of each key person and approximate amount of time to be devoted to the project. Include a resume for each of the key personnel detailing their special qualifications applicable to the project. Describe the firm's qualifications in relationship to the required services. Summarize past projects of a similar nature that the consultant's firm has completed.

3.3 Coordination

Describe the process for maintaining a close working relationship between the consultant and the County project coordinator. Considerable merit will be placed on a relationship in which County staff is frequently and completely briefed on all work in process.

3.4 Task Timetable and Cost Estimate

The proposal shall contain the tasks required to complete the project with a time frame for each task.

3.5 Cost Saving Strategies

With your proposal, please include strategies and estimates for reducing costs. These strategies may include eliminating unnecessary tasks from the scope of work or other appropriate measures to streamline the analysis while still maintaining professional standards.

3.6 Objectivity

Technical studies produced as part of a community plan update are to be an independent, objective, and unbiased work product. Proposals shall certify that the consultants, principals, and subcontractors (if used) have the capacity to submit a neutral and unbiased document.

SECTION 4: CRITERIA FOR EVALUATION OF PROPOSAL

4.1 Understanding of the Scope of Work to Be Performed
- A. Demonstrated understanding of the project objectives
- B. Consultant's approach to accomplishing the scope of work.
- C. Timetable and costs for completing the project.

4.2 Methods and Procedures
- A. Consultant's general approach to evaluating the issues.
- B. Complete description of the procedures and analytical methods to be used.

4.3 Management, Personnel, and Experience
- A. Qualifications of each participant and overall "skill mix" for the firm.
- B. Experience and performance on projects of a similar nature.
- C. Information obtained by contacting references listed by the consultant.

4.4 Consultation and Coordination with the County
- A. Procedures to be used to ensure close contact between the consultant and the project coordinator.
- B. Demonstrated experience in working with local government.

4.5 Cost Estimates
- A. Experience, qualifications, and costs appropriately matched to the tasks.
- B. Quality of the product delivered, relative to the total cost.
- C. Reasonableness of cost estimates.
- D. Cost savings strategies.

SECTION 5: EXISTING INFORMATION

The following documents, policies, and data contain information and standards pertaining to land use and circulation in San Miguel. These sources should be reviewed and considered as part of the economic strategy:

5.1 Background Information

A. *Land Use and Circulation Element of the County General Plan*
- (1) Framework for Planning – Inland
- (2) Salinas River Area Plan
- (3) Land Use Category Map for San Miguel
- (4) San Miguel Design Plan

B. *Other County Documents*
- (1) Economic Element of the County General Plan
- (2) Economic Strategy (Economic Vitality Corporation 2011)

C. *Additional Information Sources*
   (1) San Miguel Ranch Retail Impact Study (Alfred Gobar Associates 2008)
   (2) US Census 2010 data
   (3) California Department of Finance data
   (4) US Bureau of Labor Statistics data

5.2 Specific Information
   A. *Preliminary Draft of the Community Plan Update*
      (1) Land Use Concept Plan.
      (2) Plan Goals.
      (3) Alternatives to be considered in the EIR (once developed).

PROJECT DESCRIPTION FOR TECHNICAL STUDY PROPOSAL

Project Setting

Location. San Miguel is an unincorporated community, located in northern San Luis Obispo County. US Highway 101, a major thoroughfare between northern and southern California, runs through the community. San Miguel is located along the Salinas River, approximately 3 miles south of the Monterey County Line and 6 miles north of the City of Paso Robles.

Population. San Miguel's estimated population, based on the 2010 Census, is 2,300 people. This marks a 63 percent increase from the 2000 Census population of about 1,400. San Miguel could have a population of approximately 4,000 by 2035.

History. Prior to European settlement, San Miguel was within the lands traditionally inhabited by the Salinan people. Spanish Franciscans established a mission in 1797, the sixteenth in Alta California. After Mexican secularization in 1836, the former mission lands were held privately, and an adobe (Rios-Caledonia Adobe) was built adjacent to the mission to serve as a residence, inn, and tavern. This established San Miguel as a stagecoach stop between San Luis Obispo and Monterey.

With the coming of the railroad in the late 19th Century, San Miguel's importance as a stagecoach stop diminished. The town, however, regained prominence during the Second World War, due to its proximity to the nearby Camp Roberts military training facility. Activities at Camp Roberts subsided after the war, and San Miguel's population declined.

Over the latter half of the 20th Century, the nearby community of Paso Robles began to expand rapidly. Today, Paso Robles is the north county's primary hub for retail and service commercial uses. Proximity to Paso Robles' rapidly growing commercial sector has resulted in loss of sales ("leakage") from small businesses in San Miguel to the much larger chain stores in Paso Robles.

Geography. The community of San Miguel is located just downstream of the confluence of the Estrella and Salinas Rivers. San Miguel occupies a valley, framed on the west by foothills of the Santa Lucia Range, and on the east by the Cholame Hills. Highway 101 on the western edge of town, the Union Pacific Railroad and the Salinas River are key corridors that run parallel on a north/south axis through San Miguel.

San Miguel Community Profile

Location – Northern San Luis Obispo County

Population – Currently, 2,336. 4,000 residents are expected by 2035.

History – Originally occupied by the Salinan people. Spanish Franciscans founded Mission San Miguel in 1797.

Natural and Cultural Resources – Water availability is constrained. The community is considered habitat for the endangered San Joaquin kit fox. Archaeological resources are commonly encountered due to the community's historic significance.

Circulation – Primary access from US Highway 101.

Services – Water, sewer, and fire services provided by the community services district. Parks, library, police, and other municipal services provided by the County.

Natural and Cultural Resources. San Miguel overlies the Paso Robles Groundwater Basin, which is the community's only water source. In 2010, the Board of Supervisors certified a Level of Severity III--the most critical level of resource constraint--for this aquifer. This certification acknowledges that the aquifer is near or at its "perennial yield." New development will be required to offset its net water demand.

San Miguel is also located within the habitat range for the San Joaquin kit fox, a federally endangered species. High incidences of kit fox sightings have occurred west of town near Camp Roberts Military Reservation.

Having been settled by the Spanish in the late 18th Century, San Miguel is one of the County's most archaeologically significant areas. Cultural resources are likely to be encountered near the mission. Additionally, prehistoric resources associated with the Salinan villages of Vashia and Sagshpieel may be encountered near the Salinas River. Historic structures are located throughout town.

Existing Land Uses. San Miguel has a strong mix of housing, including apartments, townhomes, small lot single-family developments, traditional single-family tract communities, and custom homes on large lots. Commercial uses in the town include a gas station, a motel, general merchandise stores, and several dining establishments. A large winery exists at the north end of the town. The south end of the town includes historic points of interest, such as the mission and adobe.

Surrounding Land Uses. Most lands to the north, south, west, and east of the town of San Miguel are designated as Agriculture. Parcels in these areas tend to be larger and are used either for commercial agriculture (typically vineyards or forage crops) or for large-lot rural residential development. Camp Roberts, a military training facility, lies north and west of San Miguel. South and east of San Miguel are the Cholame Hills and Estrella River Valley, which contribute to the Paso Robles viticulture area. Roughly 6 miles south of San Miguel, the City of Paso Robles (2010 population of 30,000) serves as the regional commercial hub for northern San Luis Obispo County.

Circulation. The primary regional thoroughfare for San Miguel is US Highway 101, which has been constructed as a grade-separated freeway through the community. Access from Highway 101 to San Miguel is provided by off-ramps at Mission Street (at the north and south ends of town) and at 10th Street. Within the town, Mission Street serves as the main north-south collector. River Road, with its bridge over the Salinas River, and 10th Street provide connections to outlying rural areas. The Union Pacific Railroad also bisects San Miguel, paralleling Mission Street; however, there is no station stop in town. 10th Street provides linkage across US Highway 101. 11th and 14th Streets provide linkage across the railroad tracks. 14th Street (River Road) provides the only bridge across the Salinas River between Highway 46 in Paso Robles and the East Garrison of Camp Roberts.

Services. The San Miguel Community Services District was established to provide local control over water, sewer, fire protection, and street lighting services. Police protection is provided by the County Sheriff and California Highway Patrol, both of which have substations in Templeton. K-8 education is provided at Lillian Larsen Elementary School, part of the San Miguel Joint Union School District. Secondary education is provided in Paso Robles by the Paso Robles Joint Unified School District. The County operates a library within the community, however hours are limited. A County-operated park with a swimming pool, community center, and barbecue facilities is located along K Street near 13th Street.

Economy. San Miguel is largely dependent on the nearby city of Paso Robles for most retail and service commercial needs and head-of-household employment. Within the community, commercial establishments include restaurants, bars, general merchandise, a gas station, and a motel. Courtside Cellars operates a large winery at the north end of town, which is most active during the crush season. Camp Roberts, just north of town, may expand its operations as a training base, creating opportunities for private businesses seeking government contracts. Because of the historic resources in the community (e.g, the mission, adobe, etc.), San Miguel has the potential to expand its tourism sector. Additionally, the community plan will seek to increase head-of-household job opportunities in the community.

Climate. San Miguel is located in the Salinas Valley. South of King City, the Salinas Valley narrows, and south of Bradley, the topography alternates between a narrow river canyon and wider alluvial valleys surrounded by low hills. Because of this topography and the distance from the coast, San Miguel's climate tends to be more extreme than communities in the northern and central Salinas Valley. Summers are characterized by hot, dry weather. Winters tend to be cool. Precipitation is relatively low, averaging around 16 inches per year.

Components

The Community Plan Update includes the following components:

1. **Growth of the town.** Areas will be determined where San Miguel will grow within the Study Area. This includes a proposed expansion of the Urban Reserve Line (URL), which is a 20-year growth boundary. Based on historic growth patterns, this plan will anticipate San Miguel's population in 2035. The plan will also address infrastructure and services to ensure that the community can handle this increase in population.

2. **Conceptual land use plan.** A land use plan will be prepared for the community of San Miguel. Land use categories (i.e. zoning) within the community will be adjusted to correspond with the conceptual land use plan and anticipated population. Combining designations, which are essentially overlay zoning districts that apply additional development standards to specific sites, will also be evaluated. Combining designations include flood hazard areas, historic resources, sensitive resource areas, and geologic study areas.

3. **Conceptual circulation plan.** A comprehensive circulation plan will be prepared for the community of San Miguel, with specific focus on alternative modes of transportation. The plan would also consider the costs of needed circulation infrastructure.

4. **Implementation.** An implementation program will specify the priority level, timing, and responsible party for implementing the community plan's policies and recommended actions. Implementation will include updating and amending the design guidelines for new development within the community. Additionally, special development standards called planning area standards will be prepared and revised for specific land use categories and key properties in the community.

5. **Economic strategy.** An economic strategy will be developed for the community of San Miguel to encourage expansion of retail and service commercial uses and increase employment opportunities.

6. **Assessment of environmental impacts.** An Environmental Impact Report will be prepared to assess potential environmental impact, recommend mitigation measures, and identify any environmentally superior alternatives to the plan.

7. **Public facilities and services.** A public facilities financing plan will be developed as part of the community plan update. This plan will identify infrastructure needed to accommodate future growth, estimate infrastructure costs, and discuss options for financing it.

Vision Statement

The vision statement that follows has been developed based on analysis of information gathered during the public workshops, public outreach efforts, and review of background information:

San Miguel will:

- *Build upon its rich historic resources.*
- *Become a vibrant and prosperous community for both residents and visitors.*
- *Become a community which balances local, social, and economic needs.*
- *Accommodate its future growth by:*
  - *providing public facilities,*
  - *increasing connectivity, and*
  - *encouraging sustainable, low-impact development and resource conservation.*

Objectives

This community plan update will help to achieve San Miguel's vision by accomplishing the following objectives.

1. **Achieve orderly growth and development.** The plan will establish a framework for the orderly growth and development of San Miguel. Additionally, the plan will be consistent with strategic growth principles and policies and other land use policies established in the County General Plan.

2. **Harmonize and revitalize.** The plan will assure that new development is in harmony with the existing town. Additionally, the plan will facilitate revitalization of San Miguel's central business district along Mission Street.

3. **Provide a mix of housing.** The plan will allow San Miguel to offer a variety of housing types and densities. This will help to provide housing for the workforce of San Miguel.

4. **Plan for infrastructure.** The plan will identify needed infrastructure to accommodate future community growth. Additionally, it will include an infrastructure financing plan.

5. **Focus on community priorities.** The plan will include policies and implementation actions to help facilitate community-identified priorities. Priorities, such as adding new and enhancing existing retail and service businesses,

6. **Accommodate circulation.** The plan will develop a comprehensive circulation system for the community of San Miguel, using multiple modes of transportation. Emphasis will be given to bikeways and pedestrian connections, in addition to vehicular circulation. Upgrades to circulation facilities (e.g. onramp realignment, construction of new roadways, etc.) will be identified to accommodate anticipated traffic.

7. **Balance the land uses.** The plan will help to make San Miguel a community that has opportunities for both jobs and workforce housing. This will be achieved by providing for a variety of land uses, and by developing an economic strategy to attract new businesses.

8. **Keep San Miguel safe and healthy.** San Miguel will be a safe and healthy community that encourages walking, exercise, use of outdoor spaces and protection of environmental resources.

9. **Promote community identity.** By updating design standards for development within the community of San Miguel, the plan will promote an aesthetic identity for the community and enhance tourism.

10. **Protect natural resources.** By incorporating strategic growth principles and policies, Conservation and Open Space Element policies and identified environmental mitigation measures, the plan will foster conservation of important environmental resources in and around San Miguel.

Land Use and Population

Conceptual land use plan. Attached to this document is a conceptual land use plan that was developed based upon consensus input over three public workshops. The conceptual plan includes illustrated examples of features that could enhance the community. The attached conceptual land use plan shows expansion of the Urban Reserve Line (URL) and proposed general land uses. This plan has been designed at a conceptual level, and, as such, should not be interpreted to apply specific land use categories (i.e. zoning) to specific properties. The tables below summarize the buildout under the current plan and potential buildout under the conceptual land use plan as compared to current conditions:

	ANTICIPATED RESIDENTIAL DEVELOPMENT			
	Current Plan		Conceptual Land Use Plan	
	Existing (2011)	At Buildout[1]	Estimate at 2035	At Buildout
Residential Multi-Family	274 units	1,000 units	400 units	1,700 units
Residential Single Family	398 units	900 units	800 units	900 units
Residential Suburban	91 units	100 units	100 units	100 units
TOTAL DWELLING UNITS	763 units	2,000 units	1,300 units	2,600 units
ESTIMATED POPULATION	2,336	6,000	4,000	8,000

	ANTICIPATED NON-RESIDENTIAL DEVELOPMENT			
	Current Plan		Conceptual Land Use Plan	
	2011	Plan Capacity[2]	2035	Plan Capacity
Retail Commercial	35,000 sqft	655,000 sqft	200,000 sqft	500,000 sqft
Service Commercial	35,000 sqft	390,000 sqft	451,700 sqft	1,100,000 sqft
Industrial	33,000 sqft	110,000 sqft		
Vacant Structures	35,000 sqft	N/A	N/A	N/A
TOTAL COMMERCIAL	138,000 sqft	1,155,000 sqft	650,000 sqft	1,600,000 sqft

Residential. West of the Salinas River, most of San Miguel's residential areas are included in the Residential Multi-Family (RMF) and Residential Single-Family (RSF) land use categories. Development in these areas includes single-family residences at a density of roughly 7 dwelling units per acre. Multi-family areas generally have a mix of single-family residences and apartments and condominiums built at a density of roughly 15 dwelling units per acre. East of the river is the San Lawrence Terrace neighborhood, where no sewer service presently exists. Here, the land is included in the Residential

[1] Buildout is an estimate of the ultimate level of development (e.g., number of dwelling units and square-footage of commercial development) and accompanying population that can be expected according to the land uses envisioned by this Plan, including any special limitations on density or intensity of development. The estimated buildout may not actually be achieved due to such factors as physical or environmental development constraints on certain properties and market demand.

[2] Plan capacity represents the maximum possible level of commercial development that could occur based on land use policies (e.g. setbacks, height limitations, etc.). The anticipated level of commercial development in 2035 is significantly less than the plan capacity. The reason for this is that the community can only support a limited amount of commercial square footage. Additionally, the community plan will be restructuring land use policies associated with commercial development.

Suburban (RS) land use category and consists of residences on lots varying in size from 1 to 5 acres. The conceptual land use plan makes few alterations to the existing residential land use categories.

Retail Commercial. There are two distinct categories of commercial businesses in San Miguel: those in the central business district, which serve the residents; and those along Highway 101, which serve travelers. The conceptual land use plan calls for enhancing the central business district with high-quality mixed-use development, which would help attract tourists and increase overall commercial activity. Commercial areas near the 10th Street off ramp, including a large undeveloped parcel, would remain focused towards visitor-related services (e.g. service station, motel, restaurant, etc.).

Mixed use. The conceptual land use plan provides for mixed-use development along Mission Street in the central business district. Currently, most of this area is included in the Commercial Retail (CR) land use category, which allows for mixed-use development.

Expansion of Service Commercial. Expansion of the Urban Reserve Line (URL) is proposed on the north and northeast edges of town. These areas of expansion are proposed to be included in the Commercial Service (CS) land use category, which allows for business park and light industrial uses. Having additional lands available for new "head of household" job-creating uses is expected to help facilitate economic development in the community.

Visitor-serving retail commercial. The plan also calls for visitor-serving commercial uses to be located near the 10th Street / US Highway 101 interchange. Visitor-serving commercial uses differ from commercial uses in the central business district, in that they are generally oriented towards highway traffic, are developed at a lower intensity, and are parking lot-dependent.

Public facilities. Existing public facilities in San Miguel include the wastewater treatment plant, the community park, and the elementary school. Under the proposed plan, the wastewater treatment plant and elementary school can be expanded onto adjacent undeveloped properties. Plans to expand the community park are presently under development.

The Parks and Recreation Element of the County General Plan sets a benchmark for the acreage of parkland per capita, including a standard for neighborhood parks, community parks, and regional parks. Based on these figures, it appears the existing park will not be sufficient to serve the population in 2035. County Parks is presently looking into options for the development of a second park in San Miguel. The conceptual land use plan envisions that the proposed future high school site could also be used for community recreational purposes outside of school hours.

Recreation. The San Miguel Mission and adjacent lands are included in the Recreation (REC) land use category. Although these lands are privately held, they serve not only as a site for a religious facility, but also as a community focal point, tourist attraction, and gathering place for social events. This designation is proposed to remain unchanged in the conceptual land use plan.

Public Facilities and Services

San Miguel's water and wastewater treatment system was constructed to serve the needs of the existing population. Over the next 20+ years, San Miguel could nearly double in population. As population increases, the need for infrastructure and public services will likewise grow.

Wastewater treatment. The wastewater treatment plant, operated by San Miguel Community Services District, is located on the north side of town, between the railroad and the Salinas River. The plant has been built to serve a population of roughly 2,800, and capacity is expected to be reached in 2015. The District is considering the possibility of expanding the plant by purchasing the 17-acre parcel to the north. This expansion is reflected in the conceptual land use plan.

Water system. The San Miguel Community Services District recently added a new water storage facility, and the storage capacity is now sufficient to serve existing needs and growth in the near future. Nonetheless, as the town's population increases, storage capacity will also need to increase. Additional upgrades to aging water lines may also be necessary. The Local Agency Formation Commission (LAFCO) reviewed municipal services in San Miguel in 2006. This review concluded that comprehensive upgrades to the water system may need to occur as early as 2010, when capacity is reached[3].

Roads. San Miguel has a largely rectangular grid street network which provides adequate circulation for the community's existing population. Mission Street, a former alignment of US Highway 101, is the community's main thoroughfare. Access to the community from US Highway 101 is provided at Mission Street, both north and south of the central business district, which allows Mission Street to serve as a "business loop" alternative to the highway. Off ramps are also located at 10th Street. A road fee program has been in place for development east of the railroad tracks. This program has been set up to pay for a traffic light at Mission Street and River Road, as well as widening River Road east of the Salinas River to the County standard. As part of this plan, a circulation study will be prepared to identify any additional needed road improvements.

Drainage. Flooding has been historically problematic along Mission Street and N Street north of 11th Street. Additionally, flooding often occurs on 12th through 15th Streets between Mission and L Streets. Storm drainage systems have been developed in a piecemeal fashion as individual projects are constructed. The existing San Miguel Design Plan recommends establishment of a drainage district to construct a community-wide drainage system.

Schools. San Miguel students between Kindergarten and Grade 8 attend Lillian Larsen Elementary School, near 16th and L Streets. The school has the capacity to accommodate anticipated growth for the next several years. Recently, the San Miguel Union School District board voted to allow the formation of a new charter school, which is proposed to occupy an existing vacant wing of classrooms at the Lillian Larsen school site. The San Miguel Union School District owns approximately 7 undeveloped acres between the existing school and 19th Street, which could accommodate expansion of elementary school facilities through 2035.

High school students in San Miguel attend Paso Robles High School, which presently exceeds its capacity. , the Community Plan accommodates the establishment of a high school to serve the residents of San Miguel and adjacent outlying rural areas. In coordination with the Paso Robles Joint Unified School District, a possible site has been identified between N Street and the Salinas River, south of 11th Street.

[3] Because of the downturn in construction after 2007, the projected year to reach capacity (2010) is no longer accurate.

Financing. A public facilities financing plan will be developed as part of the Community Plan Update. This plan will address how the major infrastructure needed to accommodate growth in San Miguel through 2035 may be financed. The analysis will consider facilities such as the water system, wastewater treatment system, transportation, and library services.

Natural and Cultural Resources

Water sources. In 2010, the Board of Supervisors certified a Level of Severity III for the Paso Robles Groundwater Basin. This basin covers a large geographic area extending from the Garden Farms area south of Atascadero to San Ardo in Monterey County, and from the Highway 101 corridor east to Shandon. A Level of Severity III, the most critical level, indicates that the basin is at or approaching its perennial yield.

San Miguel's only water source is the groundwater basin. A groundwater management plan is under development. This plan is expected to include provisions requiring that all new urban development offset any net increases in water use. As San Miguel does not have access to supplemental water from Lake Nacimiento or the State Water Project, pursuing an alternative source of water may not be feasible. As such, this plan is expected to involve a program for offsetting new water demand.

Cultural resources. Given its long history, San Miguel has the potential to contain significant prehistoric and historic cultural resources. As a result, most development in San Miguel requires the completion of a phase-one surface survey by a qualified archaeologist. When that survey suggests the presence of cultural resources, additional archaeological reconnaissance work is necessary. Priority is given to avoiding disturbance of resources and preserving them in place. Where doing so is not feasible, an archaeologist will prepare a monitoring plan to ensure that significant resources are not disturbed.

Agricultural resources. Much of San Miguel lies in the historic floodplain of the Salinas River. As a result, the community is built on land classified as "prime farmland" or "farmland of statewide importance." Surrounding outlying areas tend to be on steeper terrain with poorer soils; however these lands remain suitable for vineyard, forage crop, and grazing uses. Modifications to the community plan will consider effects on agricultural resources, such as land use conflicts, growth inducement, and conversion of agricultural land.

Biological resources. The Salinas River provides habitat for a number of special status plant and animal species. Additionally, the community of San Miguel is located within the range of the San Joaquin kit fox, a state and federally endangered species. While kit fox sightings generally do not occur within the San Miguel urban reserve line, a high number of sightings have occurred just west of town near Camp Roberts. Under a program coordinated through the County and California Department of Fish and Game, new development in the San Miguel area is required to mitigate for land disturbed at a ratio of 4:1. This mitigation can be accomplished through dedication of land, but is more commonly done through mitigation fees or purchase of credits as part of a land banking program.

Discretionary Actions Required

County actions. In order for this plan to be put into effect, the County will need to take the following actions:

- **Certify an Environmental Impact Report.** As lead agency, the County will certify an Environmental Impact Report (EIR) and adopt a mitigation monitoring and reporting program.

- **Adopt the Community Plan.** The County will adopt the San Miguel Community Plan as a component of the Land Use and Circulation Element of the County General Plan.

- **Amend the Salinas River Area Plan.** Adopting the San Miguel Community Plan as a separate document will necessitate making revisions to the Salinas River Area Plan, a component of the Land Use and Circulation Element.

- **Amend Official Maps of the Land Use Element.** Land use category maps (i.e. zoning maps) will be amended to reflect changes in land use categories proposed under the San Miguel Community Plan.

- **Amend and incorporate Design Guidelines into the Community Plan.** The County will replace the existing San Miguel Community Design Guidelines with revised and newly developed guidelines or standards that will be made a part of the Community Plan.

- **Amend Community Planning Standards in the Land Use Ordinance.** The County will revise and establish new Community Planning Standards for San Miguel. These Planning Area Standards will govern development within specific land use categories or areas, on key parcels and throughout the community.

The above actions will be taken by the County Board of Supervisors, based upon a recommendation provided by the County Planning Commission.

Responsible agency actions. In addition to the County actions referenced above, a number of other County Departments and other agencies may have approval authority over individual development proposals, implementation actions, or mitigation measures prescribed by this plan. These may include the following:

County Departments

- **County Public Works.** Road improvements, circulation planning, infrastructure planning, drainage.
- **County Environmental Health.** Water quality, wastewater systems.
- **General Services.** Parks, libraries, property acquisition.

Other Local Agencies

- **Air Pollution Control District.** Air quality, greenhouse gas reduction strategies.
- **Paso Robles Joint Unified School District.** Secondary education (9-12).
- **San Luis Obispo Council of Governments.** Regional growth strategies, regional transportation network.

- **San Miguel Community Services District.** Water service, wastewater service, fire protection, street lighting, and infrastructure planning within San Miguel.
- **San Miguel Joint Union School District.** K-8 education.

State Agencies

- **CalFire.** Fire protection (for rural areas outside of the Community Services District), mutual aid.
- **California National Guard.** Land uses adjacent to Camp Roberts.
- **CalTrans.** Highway 101 and its interchanges, regional circulation.
- **Department of Fish and Game.** Habitat conservation, protection of sensitive species, streambed alteration.
- **Native American Heritage Commission – Tribal consultation.** Protection of culturally significant places.
- **Regional Water Quality Control Board.** Stormwater management, water quality, wastewater discharge, development adjacent to waterways.

Federal Agencies

- **US Army Corps of Engineers.** Development occurring in or near a water body.
- **US Fish and Wildlife Service.** Habitat conservation, protection of sensitive species.

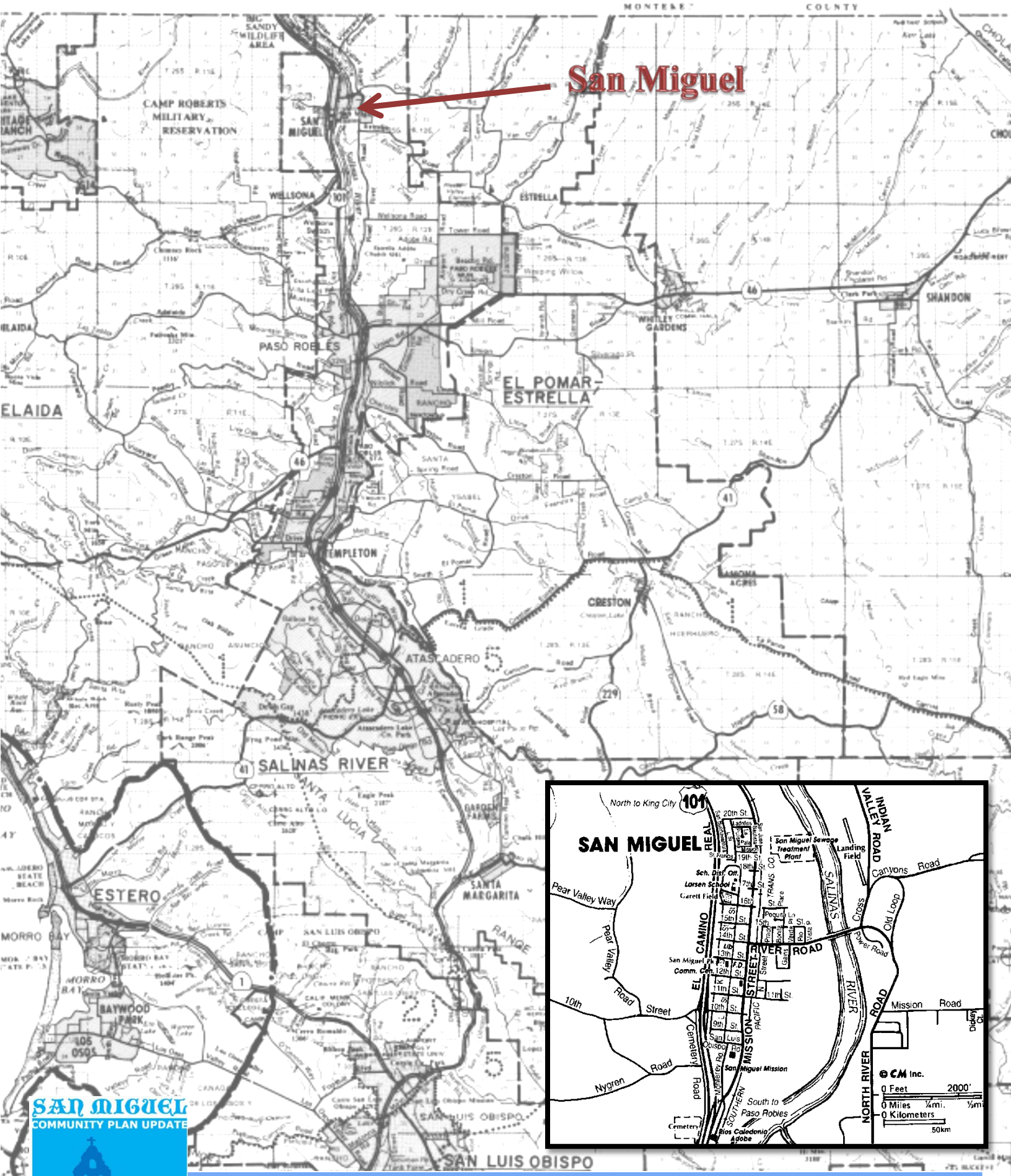
Attachments

Graphics

- Vicinity Map
- Urban Reserve Line Expansion
- Conceptual Land Use Plan
- Existing Land Use Plan

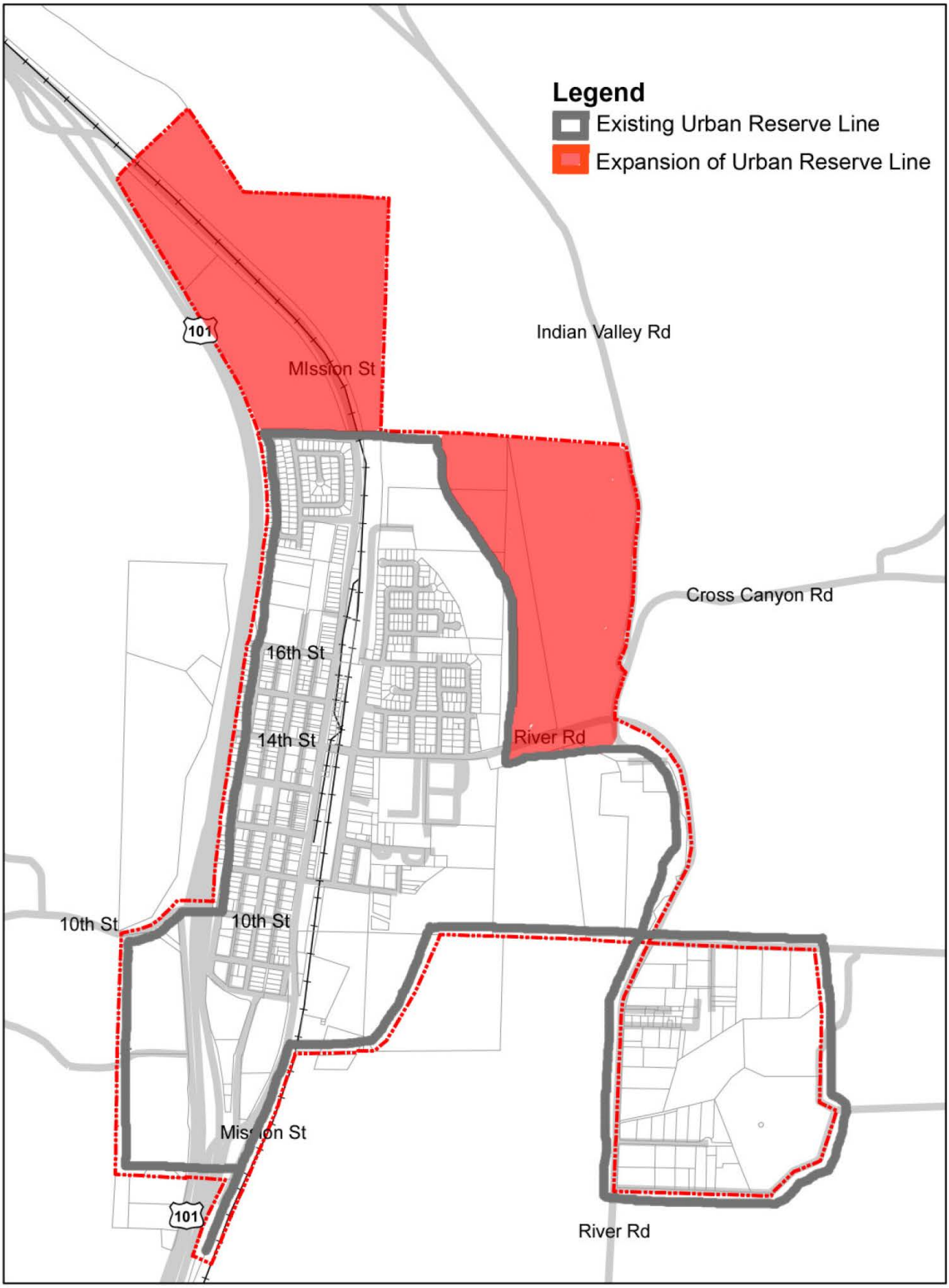
Other Documents

- Preliminary Draft – Goals



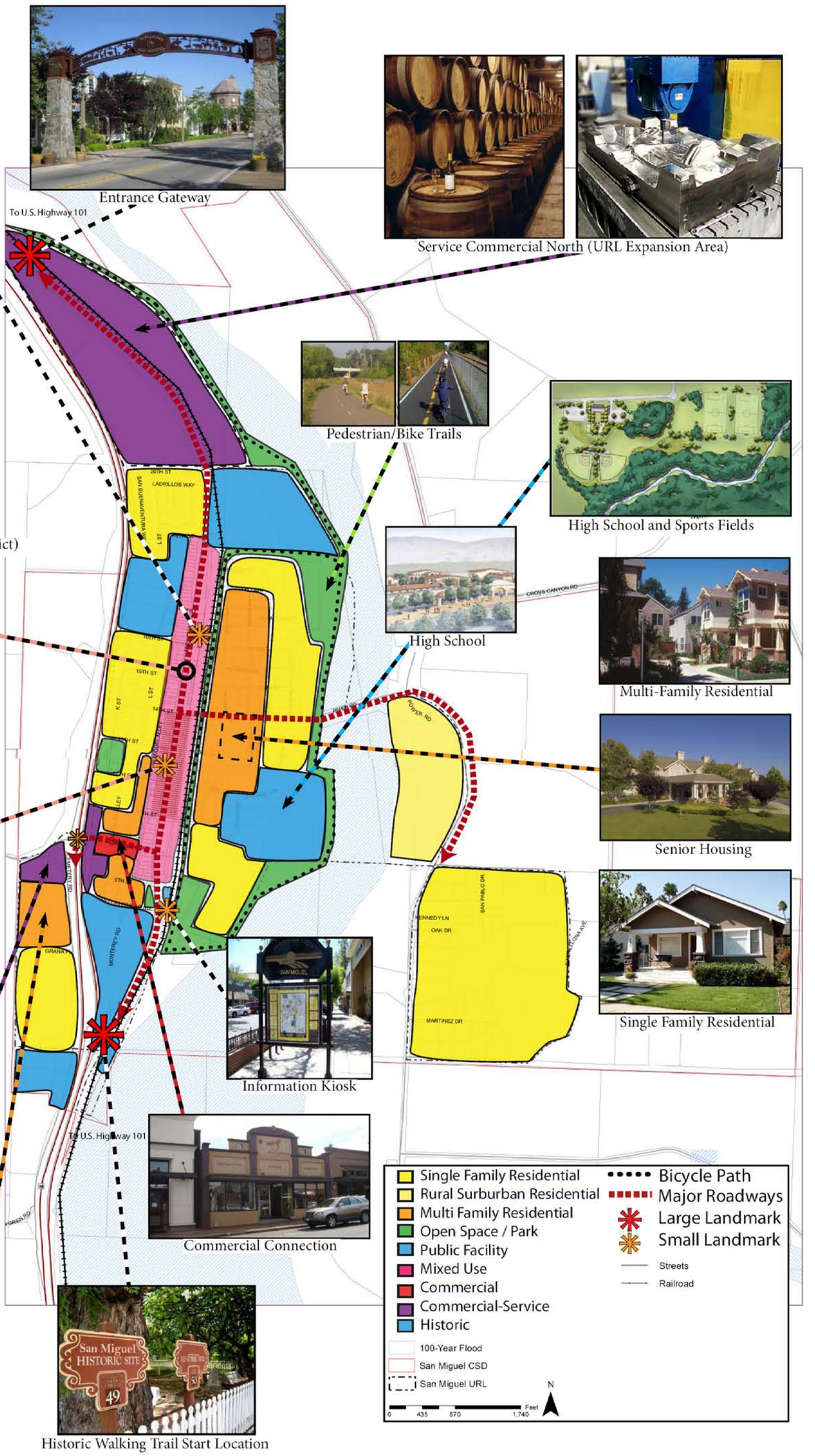
SAN MIGUEL COMMUNITY PLAN UPDATE

Vicinity Map



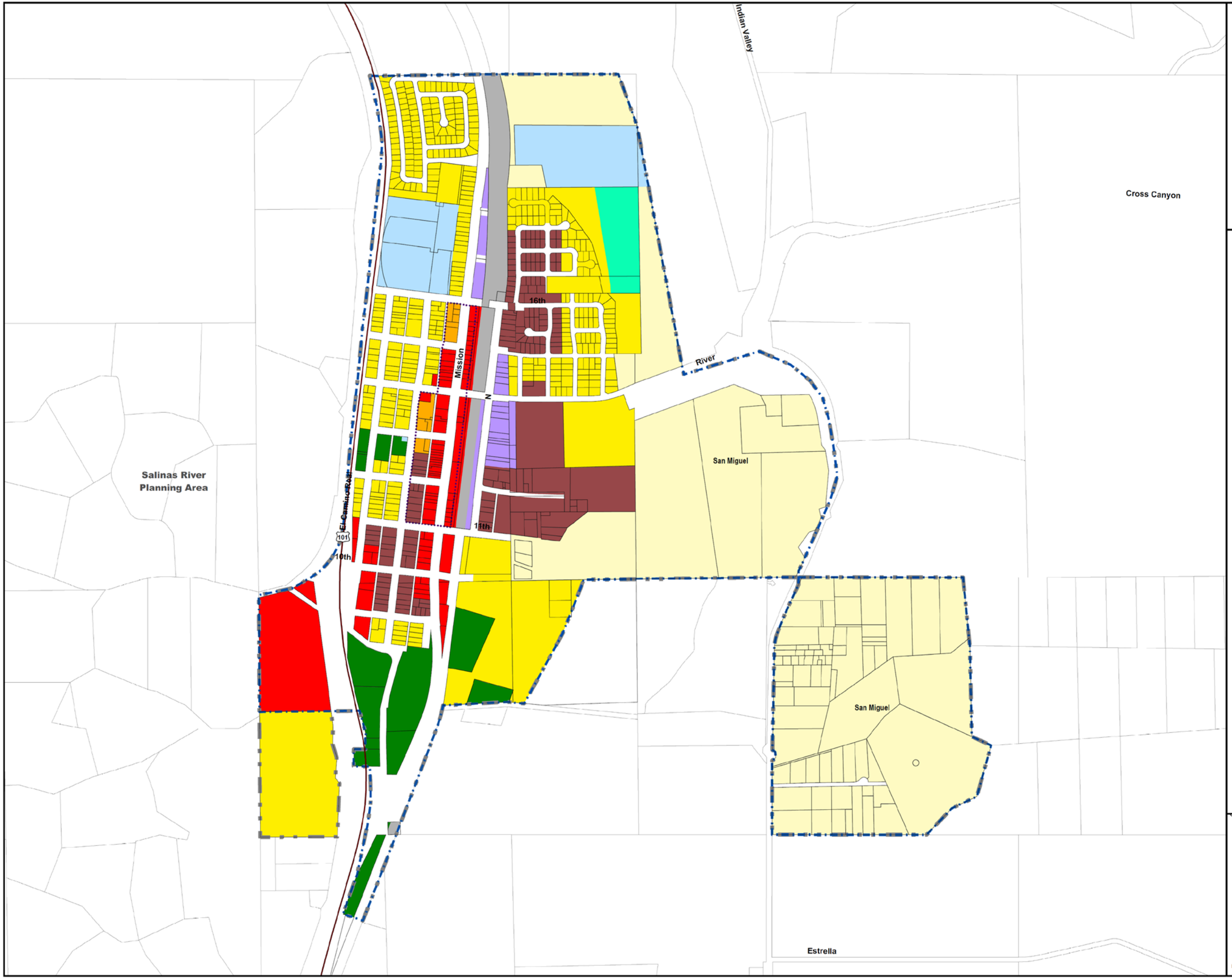
SAN MIGUEL
COMMUNITY PLAN UPDATE

Urban Reserve Line Expansion



SAN MIGUEL COMMUNITY PLAN UPDATE

Conceptual Land Use Plan



DEPARTMENT OF PLANNING & BUILDING

0 650 1,300 600
Feet

SAN MIGUEL URBAN RESE NE
LAND USE CATEGOR

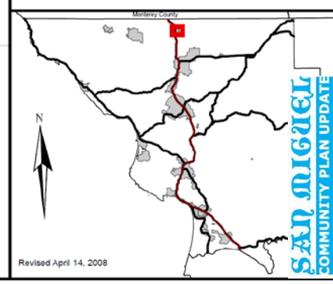
LEGEND

- Lake or Pond
- Central Business District
- San Miguel Urban Reserve Line
- San Miguel Urban Service Line

Land Use Category

- Agriculture
- Commercial Retail
- Commercial Service
- Industrial
- Multi-Land Use Category
- Office Professional
- Open Space
- Public Facility
- Recreation
- Rural Lands
- Residential Multi Family
- Residential Rural
- Residential Suburban
- Residential Single Family

Existing Land Use Plan



Revised April 14, 2008

SAN MIGUEL
COMMUNITY PLAN UPDATE

PRELIMINARY DRAFT - GOALS

Land Use and Housing

Goal LUH-1:	**Provide an appropriate mixture of land uses**
Goal LUH-2:	**Provide a distinctive and identifiable downtown district.**
Goal LUH-3:	**Maintain and enhance the conditions of the existing housing stock and residential neighborhoods.**
Goal LUH-4:	**Provide a variety of housing by location and type.**

Natural and Historic Resources

Goal NR-1:	**Preserve and maintain natural and agricultural resources in and surrounding San Miguel.**
Goal NR-2:	**Preserve San Miguel's historic and cultural resources to honor the community's rich past.**
Goal NR-3:	**Promote energy efficiency and improved air quality in San Miguel.**
Goal NR-4:	**Protect the residents and property of San Miguel from natural hazards.**

Circulation and Noise

Goal C-1:	**Develop a safe, multi-modal, and efficient circulation system.**
Goal C-2:	**Establish safe, recreational connections between San Miguel's natural and historic resources.**
Goal C-3:	**Provide transportation infrastructure that increases accessibility and efficiency for both residents and visitors of San Miguel.**
Goal C-4:	**Protect residents and visitors of San Miguel from exposure to noise pollution.**

Economic Development

Goal ED-1:	**Promote development of the commercial service and retail sectors to create employment opportunities and reduce the jobs housing imbalance in the community.**

Goal ED-2: **Expand neighborhood commercial and retail sectors in the community to provide increased services to residents.**

Goal ED-3: **Develop an economically vibrant and diverse downtown district.**

Goal ED-4: **Establish the tourism sector of San Miguel to attract visitors and strengthen the local economy.**

Community Services and Facilities

Goal CS-1: **Provide educational opportunities and facilities for all ages within the San Miguel community.**

Goal CS-2: **Provide a variety of outdoor recreational opportunities for all age groups in San Miguel.**

Goal CS-3: **Provide a safe living environment for residents as the population grows.**

Goal CS-4: **Provide infrastructure to support the needs of current and future residents.**

APPENDIX A: Sample Contract

CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR

THIS CONTRACT is entered into this _____day of _____, 20___, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and _____, an independent contractor (hereinafter referred to as "Contractor").

W I T N E S S E T H

WHEREAS, the County of San Luis Obispo has need for special services and advice in _____; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services;

NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of Services. Pursuant to this Contract, Contractor shall provide to County the following special services:

_____

_____

_____

_____

2. Compensation. County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the sum of not to exceed $_____, within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County Department for whom contractor is directly working.

3. Billing. Contractor shall submit to the County, on a _____ basis, a detailed statement of services performed during that preceding period, including the number of hours of work performed.

4. Term of Contract. This Contract shall commence on _____, and shall terminate on _____, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein. Termination of the Contract may be effectuated by the Department Head without the need for action, approval or ratification of the Department of General Services.

5. Termination of Contract for Convenience of Either Party. Either party may terminate this Contract at any time by giving to the other party _____ days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any

transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

6. **Termination of Contract for Cause.** If contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's 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 or if _____, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

7. **Equal Employment Opportunity.** During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulation (41 CFR Part 60).

8. **Entire Agreement and Modification.** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor 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. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

9. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation or sublease without the County's prior written consent shall be considered null and void.

10. Covenant. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract 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 San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

11. Enforceability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

12. Employment Status. Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's 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.

13. Warranty of Contractor. Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

14. 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.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Violation of civil rights.
9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, that the Consultant is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

15. 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 affect, 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

16. Records.

a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

[ALTERNATE PARAGRAPH]

17. Accounting.

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

Contractor shall make accounting records and supporting documentation available on demand to the County and _____ for inspection and audit. Disallowed costs shall be repaid to the County. The County may require to have the Contractor's accounting records audited, at Contractor's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

18. 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 County at:

_____

_____

_____

and to the Contractor:

_____

_____

_____

19. Cost Disclosure - Documents and Written Reports.

Pursuant to Government Code section 7550, if the total cost of this Contract is over $5,000, the Contractor 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 documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

20. Reports. [OPTIONAL PARAGRAPH INCLUDED IN ALL DSS CONTRACTS].

Written reports shall be submitted monthly by Contractor to County by the 10th day of each month succeeding the month within which the report is concerned. The report shall describe the work performed, personnel involved and accomplishments made during the preceding months, plus any problems anticipated in performing said work in the future.

21. Copyright. [OPTIONAL PARAGRAPH].

Any reports, maps, documents or other materials produced in whole or part 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 Contractor.

22. Findings Confidential. [OPTIONAL PARAGRAPH].

No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be

made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

23. Performance Bond. [OPTIONAL PARAGRAPH].

At the time of execution of the Contract, the Contractor shall furnish a "faithful performance" bond in the sum of one hundred percent (100%) of the Contract price to guarantee the performance of the Contract.

24. Restrictive Covenant. [OPTIONAL PARAGRAPH].

Contractor agrees that he will not, during the continuance of this Contract, perform or otherwise exercise his services in any manner or place except for the County, unless and until said County waives this restriction.

25. Equipment and Supplies. [OPTIONAL PARAGRAPH].

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

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first herein above set forth.

CONTRACTOR

By: _____

Title: _____

COUNTY OF SAN LUIS OBISPO

By: _____

Title: _____