

RESOLUTION NUMBER R- 291199

ADOPTED ON JAN 19 1999

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE FOR AND ON BEHALF OF THE CITY OF SAN DIEGO AN AGREEMENT FOR PROFESSIONAL SERVICES REGARDING PROJECT OVERSIGHT AND PROJECT MANAGEMENT OF THE BALLPARK AND REDEVELOPMENT PROJECT, WHICH PROJECT IS THE SUBJECT OF THAT CERTAIN MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN DIEGO, REDEVELOPMENT AGENCY OF THE CITY OF SAN DIEGO, CENTRE CITY DEVELOPMENT CORPORATION AND SAN DIEGO PADRES, AUTHORIZED BY AN ORDINANCE APPROVED BY THE ELECTORATE ON NOVEMBER 3, 1998.

WHEREAS, on November 3, 1998, the voters of the City of San Diego approved Ordinance No. O-18613, which directed the City Manager to execute for and on behalf of the City of San Diego that certain Memorandum of Understanding [MOU] between the City of San Diego, Redevelopment Agency of the City of San Diego [City], Centre City Development Corporation and Padres L.P. [collectively "Parties"] regarding a ballpark and redevelopment project [Project]; and

WHEREAS, the MOU has been signed by the Parties; and

WHEREAS, the Project is complex, and will involve the coordination of numerous efforts on behalf of the City and other public agencies; and

WHEREAS, the City desires to retain professional consulting and management services

regarding the implementation of the MOU and Project, and such other services as the City shall need from time to time; and

WHEREAS, the requirements and timing of the Project require the selection of an individual with exceptional qualifications, local expertise and knowledge of City and other public entity operations; and further requires that a selection be made without undergoing the time consuming process of requesting statements of qualifications and proposals; NOW, THEREFORE,

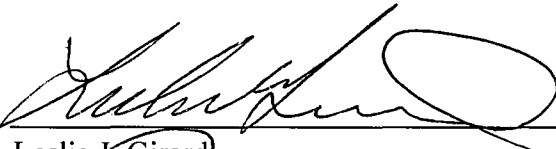
BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor and City Manager are hereby authorized and directed to negotiate for and on behalf of the City a Contract for Professional Services [Contract], regarding Project oversight and Project management with such person as is selected by the City Council [Consultant], based upon the minimum terms set forth in Attachment A hereto, together with such other terms as the Mayor and City Manager deem necessary and appropriate.

BE IT FURTHER RESOLVED, that the Mayor and City Manager are hereby authorized to extend an offer based upon Attachment A to Michael D. Madigan, and to negotiate a Contract with him.

BE IT FURTHER RESOLVED, that, upon completion of the negotiations to the satisfaction of the Mayor, City Manager and Consultant, the City Manger is authorized to execute the Contract provided that the City Auditor and Comptroller first certify that the funds necessary for implementation of the Contract are, or will be, on deposit in the City Treasury and available to be expended. The Contract, when fully executed, shall be on file in the Office of the City Clerk as Document No. RR- 291199.

BE IT FURTHER RESOLVED, that the Mayor and City Manager are hereby authorized to take such other and further actions as are necessary and appropriate to effectuate the purposes of this Resolution and the Contract.

APPROVED: CASEY GWINN, City Attorney

By 
Leslie J. Girard
Assistant City Attorney

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BALLPARK AND REDEVELOPMENT PROJECT CONSULTANT

Scope of Services

Under the supervision of the Mayor and the City Manager, the Ballpark and Redevelopment Project [Project] Consultant is responsible for the following job duties and responsibilities:

- Coordinate and be responsible for all aspects of Project implementation for the City in liaison with CCDC.
- Provide these services in such a manner so that the City may comply with all terms of the Memorandum of Understanding [MOU] between the City, Redevelopment Agency, CCDC and Padres [collectively "Parties"], and such other agreements as may be agreed upon by the Parties regarding the Project.
- Monitor and assure completion of the Project within the approved budget.
- Provide regular status reports to the Mayor, City Council and City Manager.

The City Manager may delegate appropriate authority to Consultant to perform the services called for in the contract.

It is not intended that Consultant undertake any responsibilities or duties currently assigned to the City's negotiating team, however Consultant shall work with the negotiating team as appropriate and coordinate his activities accordingly.

Minimum Terms

- Fee: \$200,000 per year.
Annual adjustment equivalent to general unclassified salary adjustment.
Potential bonus dependant upon performance; not to exceed 15% of annual fee.
- Term: 2 years as independent consultant with a 6 months severance package in the event the contract is ended, subject to the following:

If Project proceeds:

If a decision is made by the City Council to move forward with the Project on April 1, 1999, or such other date as the Parties agree upon for the provision of "sufficient assurances" as called for in the MOU, contract will convert to an "at-will" contract with a 6 months severance package in the event services no longer needed. In the event the Project proceeds, and if mutually agreed upon no later than July 1, 2000, Consultant may be hired into the unclassified service by the City Manager at a salary equivalent to the annual fee, with all benefits that normally accrue to the unclassified service plus an equivalent severance package, but there shall be no bonus and the contract shall terminate. After 2 ½ years of City employment, the severance package will terminate.

If the Project does not proceed:

If a decision is made by the City Council not to move forward with the Project on April 1, 1999, or such other date as the Parties agree upon for the provision of "sufficient assurances" as called for in the MOU, the 2 year contract, with severance package, remains in place and Consultant shall perform such services as determined by the Mayor and City Manager.