

## RESOLUTION NO. 1835

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
 AUTHORIZING THE EXECUTION OF AN ADDENDUM TO AGREEMENT  
 WITH WESTERN FOREST POWER CORPORATION

BE IT RESOLVED by the City Council of the City of Soledad that the Mayor and the City Clerk be, and they are hereby, authorized and directed for and in behalf of said city to execute and deliver an Addendum to Agreement with WESTERN FOREST POWER CORPORATION, a corporation, in the form of the document hereunto attached, marked "Exhibit A", and by reference made a part hereof.

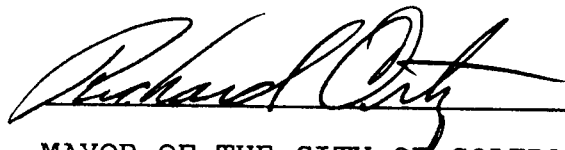
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 27th day of January, 1988, by the following vote:

AYES, and in favor thereof, Councilmembers: Campos, Ledesma, Untalon, Mayor Pro Tem Slagle, and Mayor Ortiz

NOES, Councilmembers: None

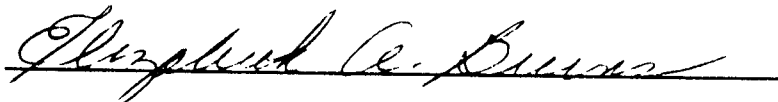
ABSENT, Councilmembers: None

ABSTAINING, Councilmembers: None



MAYOR OF THE CITY OF SOLEDAD

ATTEST:



DEPUTY CITY CLERK OF THE CITY OF SOLEDAD

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT is made by and between the CITY OF SOLEDAD, a municipal corporation of the State of California, hereinafter called CITY, and WESTERN FOREST POWER CORPORATION, a corporation, hereinafter called DEVELOPER.

RECITALS:

A. Under date of January 13, 1987, the parties hereto entered into an Agreement providing for the reimbursement by DEVELOPER of CITY's costs to be incurred for review of the Environmental Impact Report (EIR) for a Biomass Fueled Electric Generating Plant proposed to be constructed within the City of Soledad Industrial Park, which at that time was to be prepared by the DEVELOPER or a consultant retained by DEVELOPER. A copy of said Agreement is hereunto attached, marked "Exhibit No. 1," and by reference made a part hereof.

B. DEVELOPER now has requested that said EIR be prepared by CH2M Hill, a firm of engineering and planning consultants retained by CITY to prepare the proposed conditional use permit and perform environmental review services for the project, and has agreed to reimburse CITY for the additional costs to be incurred for such EIR preparation.

C. Attached hereto, marked "Exhibit No. 2," and by reference made a part hereof, is the Proposal submitted to CITY by CH2M Hill for said EIR preparation, which CITY has accepted.

AGREEMENT:

It is therefore mutually agreed by and between the parties hereto, as follows:

1. DEVELOPER hereby agrees to pay all amounts billed to CITY by CH2M Hill under the Proposal referred to in Recital C and attached hereto as Exhibit No. 2. In addition, DEVELOPER agrees to pay to CITY, for its legal and administrative costs in connection with said EIR preparation, the sum of Five Hundred

Exhibit "A"

Dollars (\$500.00). Upon the execution of this Addendum to Agreement DEVELOPER has deposited with CITY the sum of Three Thousand One Hundred Dollars (\$3,100.00), being the estimated amount to be paid to CH2M Hill for its services, plus said sum of Five Hundred Dollars (\$500.00), amounting to a total of Three Thousand Six Hundred Dollars (\$3,600.00). In the event the actual billings of CH2M Hill exceed the estimated amount stated above, DEVELOPER agrees to pay to CITY, on demand, the amount of such excess. All sums payable by DEVELOPER pursuant to this paragraph are in addition to the amounts payable to CITY under the provisions of the Agreement referred to in Recital A and attached hereto as Exhibit No. 1.

2. It is understood and agreed that nothing herein contained shall be deemed to restrict or limit the services to be performed by CH2M Hill or by CITY staff in connection with the preparation and processing of said EIR and said conditional use permit, it being intended and agreed that CITY shall have full control over such preparation and processing and shall have the right, in its sole discretion, to do or have done whatever is necessary in order to comply with all laws, rules and regulations, including but not limited to CEQA, that are applicable to the project.

3. In the event legal action is commenced to enforce the provisions of this Addendum to Agreement, the prevailing party shall be entitled to reasonable attorney's fees, to be fixed by the Court and made a part of any judgment entered therein.

4. It is understood and agreed that this Addendum constitutes an addition to, and not a novation of, the Agreement referred to in Recital A and attached hereto as Exhibit No. 1.

5. This agreement, and all of the provisions hereof, shall be binding upon, and shall inure to the benefit of, the heirs, legal representatives, successors and assigns of the

respective parties hereto.

IN WITNESS THEREOF, the said parties have executed this agreement this 28th day of January, 1988.

CITY OF SOLEDAD, a municipal corporation,

By:

Richard Ortiz  
Mayor

WESTERN FOREST POWER CORPORATION, a corporation,

By:

[Signature]  
Title: president

ATTEST:

[Signature]  
City Clerk

RESOLUTION NO. 1758

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
WESTERN FOREST POWER CORPORATION

BE IT RESOLVED by the City Council of the City of Soledad, that the Mayor and the City Clerk be, and they are hereby, authorized and directed for and in behalf of the City of Soledad, to execute with WESTERN FOREST POWER CORPORATION, a corporation, an Agreement, in the form of the document hereunto attached, marked "Exhibit A," and by reference made a part hereof.

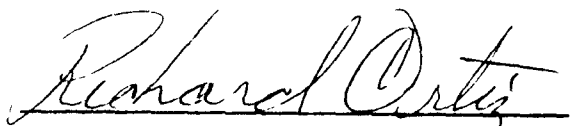
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 13th day of January, 1987, by the following vote:

AYES, and in favor thereof, Councilmembers:

Ledesma, Mayor Pro Tem Slagle, and Mayor Oritz

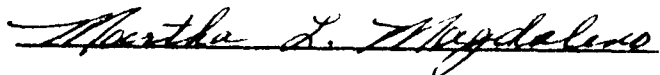
NOES, Councilmembers: None

ABSENT, Councilmembers: Untalon



MAYOR OF THE CITY OF SOLEDAD

ATTEST:



CITY CLERK OF THE CITY OF SOLEDAD

"A"AGREEMENT

THIS AGREEMENT is made by and between the CITY OF SOLEDAD, a municipal corporation of the State of California, hereinafter called CITY, and WESTERN FOREST POWER CORPORATION, a corporation, hereinafter called DEVELOPER.

RECITALS:

- A. DEVELOPER has applied to CITY for a conditional use permit to construct a Biomass Fueled Electric Generating Plant on a parcel of land within the City of Soledad Industrial Park.
- B. Said project requires environmental review under the California Environmental Quality Act (CEQA). The Initial Study of the project conducted by CITY resulted in the determination that an Environmental Impact Report (EIR) will have to be prepared in accordance with CEQA regulations. CITY proposes to retain the services of CH2MHILL, a firm of engineering and planning consultants qualified to perform the required services, to review the EIR, to prepare the conditional use permit, and to recommend to the city council the adoption or rejection of the EIR to be prepared by others. Attached hereto, marked "Exhibit A," and incorporated herein by reference, is the written proposal submitted to CITY by CH2MHILL for said services.
- C. By this agreement DEVELOPER is agreeing to

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reimburse CITY for the costs to be incurred in the review of said EIR and conditional use permit, including both costs of work performed by CH2MHILL and staff costs for legal and administrative services.

It is therefore mutually agreed by and between the said parties, as follows:

1. DEVELOPER hereby agrees to pay all amounts billed to CITY by CH2MHILL under the proposal referred to in Recital B and attached hereto as Exhibit A. In addition, DEVELOPER agrees to pay to CITY, for its legal and administrative costs in reviewing and processing said EIR and conditional use permit, the amount of Four Thousand Six Hundred Dollars (\$4,600.00). Upon the execution of this agreement DEVELOPER has deposited with CITY the sum of Twenty-six Thousand Six Hundred Dollars (\$26,600.00), being the estimated amount to be paid to CH2MHILL for its services, plus the amount estimated by CITY to be required to cover the legal and administrative costs of CITY. In the event the actual billings of CH2MHILL to CITY exceed the estimated figure of \$22,000.00, DEVELOPER agrees to pay to CITY, on demand, the amount of such excess, plus ten percent (10%) of said amount. Should the amounts payable to CH2MHILL and to CITY under the foregoing provisions of this paragraph be less than the total amount deposited, the difference shall be refunded to DEVELOPER.

2. It is understood and agreed that nothing herein

contained shall be deemed to restrict or limit the services to be performed by CH2MHILL or by CITY staff in connection with the review and processing of said EIR and said conditional use permit, it being intended and agreed that CITY shall have full control over such preparation and processing and shall have the right, in its sole discretion, to do or to have done whatever is necessary in order to comply with all laws, rules and regulations, including but not limited to CEQA, that are applicable to the project.

3. In the event legal action is commenced to enforce the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, to be fixed by the Court and made a part of any judgment entered therein.

4. This agreement, and all of the provisions hereof, shall be binding upon, and shall inure to the benefit of, the legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have executed this agreement this 13 day of January, 1987.

CITY OF SOLEDAD, a municipal corporation,  
By Richard Ortiz  
Mayor

WESTERN FOREST POWER CORPORATION, a corporation,  
By Stanley Perry  
Title: president

ATTEST:  
Elizabeth C. Devereaux  
City Clerk

RESOLUTION NO. 1759

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE ACCEPTANCE OF A CONSULTING SERVICES  
PROPOSAL FROM CH2M HILL IN CONNECTION WITH THE  
WESTERN FOREST POWER CORPORATION  
BIOMASS PROJECT

BE IT RESOLVED by the City Council of the City of  
Soledad, that the City Manager is hereby authorized and directed  
for and in behalf of the City of Soledad, to execute an acceptance  
of the proposal from CH2M Hill, dated December 21, 1986, in the  
form of the document hereunto attached, marked "Exhibit A," and  
by reference made a part hereof.

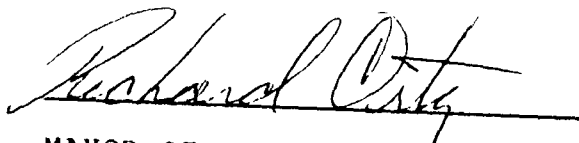
PASSED AND ADOPTED by the City Council of the City of  
Soledad at a regular meeting duly held on the 13th day of January,  
1987, by the following vote:

AYES, and in favor thereof, Councilmembers:

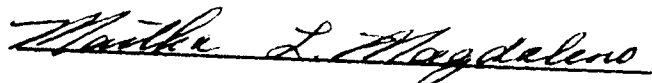
Ledesma, Mayor Pro Tem Slagle, and Mayor Ortiz.

NOES, Councilmembers: None

ABSENT, Councilmembers: Untalon

  
MAYOR OF THE CITY OF SOLEDAD

ATTEST:

  
CITY CLERK OF THE CITY OF SOLEDAD



December 21, 1986

F250.10

Mr. Jorge J. Rifa  
 City Manager  
 P.O. Box 156  
 647 Front Street  
 Soledad, California 93960

Dear Mr. Rifa:

CH2M HILL is pleased to present this proposal for work related to the Western Forest Power Corporation Biomass Facility proposed for Soledad. Our work will consist of third-party review of the EIR to be prepared for the project and preparation of the conditional use permit for the proposed project.

The work we propose to undertake is as follows:

1. Third-party review of the scope of the environmental impact report analysis to be completed by a consultant chosen by the project proponents, and recommend modifications to this scope if necessary.
2. Third-party review of the administrative Draft EIR recommendations to the City as to deficiencies in the documents (if any) and how they should be remedied.
3. Third-party review of the completed Draft EIR and final recommendations for changes or modifications to be made by the proponent's consultant.
4. Third-party review of Response to Comments to the Draft EIR and direction as to changes or modifications to be made by the EIR consultant.
5. Third-party review of the feasibility studies and economic analyses prepared by the project proponents, together with recommendations to the City about additional information (if necessary) which might be added to provide a more complete basis for the City's decisions.

CH2M HILL San Jose Office 2107 North First Street, Suite 450, San Jose, California 95131

408.298.8599

Exhibit A

Mr. Jorge J. Rifa  
Page 2  
December 5, 1986  
F250.10

6. Preparation of a Conditional Use Permit (CUP) for the proposed project, incorporating conditions derived from the EIR.

The estimated fee for our third-party review as described above is \$17,000. In addition, we propose to attend meetings related to the project as requested by the City of Soledad or Western Forest Power Corporation on a time and materials basis. We suggest an allowance of \$5,000 for this purpose. The total project budget of \$22,000 will not be exceeded without your written authorization.

We will bill monthly on a time and materials basis according to the attached charge rate schedule. Payment is due within 30 days. Interest at a rate of 1.5 percent per month will be charged on past due amounts.

We also request that the following provisions be made part of our agreement.

1. CH2M HILL's liability to the City of Soledad and Western Forest Power Corporation for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee earned under this agreement.
2. CH2M HILL shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in Client's community, for the professional and technical soundness, accuracy, and adequacy of all work and materials furnished under this agreement. CH2M HILL makes no other warranty, express or implied.

We look forward to working with you and Johnn and to a successful completion of this project.

Sincerely,



Brian O'Halloran  
Planning Manager

jlw/SJC31/095

cc: Johnn Knapp, Western Forest Power Corp.  
John Hutton, City Attorney

SCHEDULE OF HOURLY RATES FOR ENGINEERING FEES\*

Principal Engineer (E-7)	\$115.50
Senior Engineer (E-6)	99.00
Senior Engineer (E-5)	89.25
Project Engineer (E-4)	78.75
Project Engineer (E-3)	69.00
Junior Engineer (E-2)	62.00
Junior Engineer (E-1)	56.00
Drafter (T-5)	72.50
Drafter (T-4)	63.00
Drafter (T-3)	54.25
Drafter (T-2)	45.50
Drafter (T-1)	37.50
Office	34.00
Mileage	.225 per vehicle mile

SJC31/096

2b0



November 9, 1987

F22491.A0

Jorge Rifa, City Manager  
City of Soledad  
P.O. Box 156  
Soledad, CA 93960

Dear Jorge:

Subject: Western Forest Biomass EIR

Keith Woodcock and John Knapp have asked that CH2M HILL write the Air Quality and Risk of Upset sections of the Western Forest Biomass EIR. We will take the information that has been gathered and developed to this point by Western Forest Power and write the sections in conformance with our letter of October 23, 1987. We are prepared to perform this work on a time and materials basis not to exceed \$3,100. This extra work will be billed to the City of Soledad under our existing contract, with the funding to be provided by Western Forest Power.

To authorize us to proceed with this work, please sign both copies of this letter and return one to us for our files.

Sincerely,

Brian O'Halloran  
Manager, Planning

n1/SJR12/066

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Jorge Rifa, City Manager  
City of Soledad

Exhibit No 2