

RESOLUTION NO. 1854

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR  
PROFESSIONAL SERVICES FOR FISCAL YEAR  
1988/1989 WITH GEOFFREY C. WILLIAMS

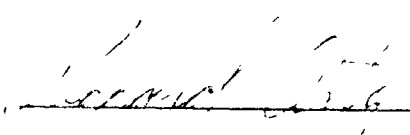
BE IT RESOLVED by the City Council of the City of  
Soledad that the Mayor and City Clerk be, and they are hereby,  
authorized and directed for and on behalf of the City of  
Soledad, to execute an Agreement for Professional Services,  
with GEOFFREY C. WILLIAMS in connection with the provision of  
building inspection services for Fiscal Year 1988/1989, in the  
form of the document hereunto attached, marked "Exhibit A", and  
by reference made a part thereof.

PASSED AND ADOPTED at a regular meeting of the City  
Council of the City of Soledad duly held on the 14th day of  
June, 1988, by the following vote:

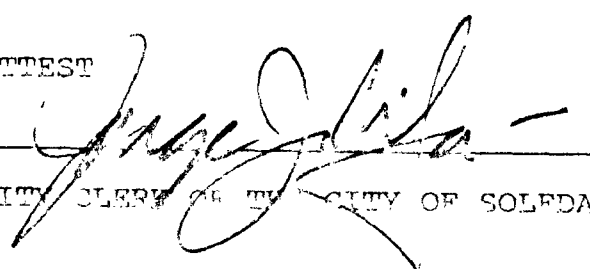
AYES, and in favor thereof, Councilmembers Campos,  
Ledesma, Untalon, Mayor Pro Tem Slagle and Mayor Ortiz

NOES, Councilmembers. None

ABSENT, Councilmembers. None

  
\_\_\_\_\_  
MAYOR OF THE CITY OF SOLEDAD

ATTEST

  
\_\_\_\_\_  
CITY CLERK OF THE CITY OF SOLEDAD

CITY OF SOLEDAD, CALIFORNIA  
AGREEMENT FOR PROFESSIONAL SERVICES  
BUILDING AND SAFETY

THIS AGREEMENT is made and entered into on June 4th 1988, by and between the CITY OF SOLEDAD, a California municipal corporation, hereinafter referred to as "City" and GEOFFREY C. WILLIAMS, hereinafter referred to as "Contractor" as follows

RECITALS

- 1. City desires to employ the services of Contractor as a Building Inspector for the City of Soledad on an interim basis, as provided for in the City's 1988/1989 Fiscal Year Budget.
- 2. Contractor desires to accept such temporary and part-time employment with the City of Soledad and has represented to the City that he has the requisite skill and experience to properly perform building inspection duties for the purposes of providing the services specified herein.

TERMS AND CONDITIONS

In consideration of the mutual promises, conditions and covenants herein contained, the parties hereto hereby agree to the following terms and conditions

1. Employment, Duties. City hereby hires and retains said Contractor to perform building inspection functions for the City of Soledad and provide services related to the City's administration of a Building and Planning Office, the issuance of building permits, the enforcement of the Soledad Municipal Code, and to perform such other duties, and functions as the City Manager may from time to time assign. Contractor hereby accepts such employment.

2. Inspections. Contractor shall make routine inspections as directed to assure that all construction complies with applicable City building codes and ordinances before being approved at any stage.

3. Reports. Contractor shall promptly report to the City Manager, any and all substandard, defective, inadequate or nonconforming work or conditions, and shall make no approvals or waivers of same without the City Manager's express consent.

4. Compensation. For the services to be performed pursuant to this Agreement the Contractor shall be paid the sum of \$23.00 per hour for actual services rendered. Contractor shall keep accurate records of services rendered and time spent, and shall provide an itemized bill for services once a month. Payment of said bill shall be made by the City thereafter in the normal course of its warrant approval process.

5. Independent Contractor. Contractor is and shall be an Independent Contractor for the purposes of providing all services pursuant to this Agreement. He will not be covered by the City for Social Security or other benefits and no payroll taxes will be deducted from his compensation, but it will be the obligation of Contractor to provide for same.

6 Workers' Compensation. City will provide Contractor worker's compensation benefits under the City's self insured program.

7 Term. This Agreement shall remain in effect for the Fiscal Year 1988/1989 commencing July 1, 1988, unless subsequently extended or otherwise revised by written addenda hereto. Contractor shall provide the services hereunder at such times as are requested and scheduled by the City Manager from time to time. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice, or immediately for cause.

8 Final Authority. The City Manager's decision shall be the final authority and conclusive on any questions on conformance or compliance of the work of construction with ordinances, statutes, codes, permits, plans and specifications, and Contractor shall be entitled to rely thereon.

IN WITNESS WHEREOF, the City of Soledad has caused this Agreement to be signed and executed on its behalf, and Contractor has signed and executed this Agreement, the day and year first above written.

CITY OF SOLEDAD

*[Signature]*  
\_\_\_\_\_  
MAYOR

*[Signature]*  
\_\_\_\_\_  
CONTRACTOR