


## RESOLUTION NO. 1886

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AUTHORIZING THE EXECUTION OF A CONSULTING SERVICES AGREEMENT WITH THE FIRM OF KATZ, HOLLIS, COREN, AND ASSOCIATES, INC.

BE IT RESOLVED by the City Council of the City of Soledad, that the City Manager is hereby authorized and directed for and on behalf of the City of Soledad, to execute with Katz, Hollis, Coren, and Associates, Inc., a consulting services agreement in the form of the document hereunto attached, marked "Exhibit A," and by reference made a part hereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Soledad duly held on the 23rd day of November, 1988, by the following vote:

AYES, and in favor thereof, Councilmembers: Campos, Holguin, Ledesma, Mayor Pro Tem Untalon, Mayor Ortiz  
 NOES, Councilmembers: None  
 ABSENT, Councilmember: None

  
 MAYOR OF THE CITY OF SOLEDAD

ATTEST

  
 CITY CLERK OF THE CITY OF SOLEDAD

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is entered into on this 29th day of November, 1988, by and between the CITY OF SOLEDAD (hereinafter referred to as the "City") and KATZ, HOLLIS, COREN & ASSOCIATES, INC., a California corporation (hereinafter referred to as the "Consultant").

W I T N E S S E T H

WHEREAS, the City has undertaken certain activities pursuant to the California Community Redevelopment Law necessary to the planning and execution of redevelopment projects; and

WHEREAS, the City desires to engage the Consultant to render certain technical advice and assistance on financial matters in connection with such undertakings of the City; and

WHEREAS, the Consultant represents that it is qualified to perform such services under this Agreement.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES

The Consultant shall perform all of the necessary services provided under this Agreement in connection with and respecting the undertakings of the City.

The Consultant, when requested by the City, shall confer with and advise the City regarding the various aspects of its plans and programs.

Services to be performed hereunder do not include services directly related to the sale of a bond issue by the City.

Any computer program developed or implemented by the Consultant for the City during the course of this Agreement, or jointly by the Consultant and the City, shall be the exclusive property of the Consultant.

II. ASSISTANCE, DATA AND INFORMATION TO BE FURNISHED BY THE CITY

The City shall provide the Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to services to be performed hereunder, which are reasonably available to the City.

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Exhibit "A"

The City shall additionally provide the Consultant with appropriate staff assistance and shall take prompt and appropriate action when it will assist in insuring proper and timely performance by the Consultant hereunder.

### III. COMPENSATION AND METHOD OF PAYMENT

#### A. Compensation

The City will compensate the Consultant for services performed hereunder in accordance with the following schedule which will remain in effect for one year from the date of this Agreement, at which point a new schedule may be negotiated.

|                            |                |
|----------------------------|----------------|
| Principals                 | \$120 per hour |
| Senior Associates          | \$100 per hour |
| Associates                 | \$ 80 per hour |
| Senior Analysts            | \$ 70 per hour |
| Analysts                   | \$ 55 per hour |
| Research Analysts          | \$ 50 per hour |
| Secretarial/Administrative | \$ 35 per hour |

The City will compensate the Consultant for out-of-pocket expenses incurred by the Consultant in connection with services performed hereunder at an amount equal to 110 percent of the following schedule:

**Incurred Expenses** - by an amount equal to actual incurred expenses.

**Automobile Mileage** - at the rate of \$0.20 per mile.

**Photocopies** - at the rate of \$0.10 per page for each document copy in excess of five (5) document copies.

"Incurred expenses" include, but are not limited to, authorized travel by common carrier; long distance telephone calls; commercial reproduction; assessment map and roll acquisition or reproduction; shipping and messenger services, and other similar expenses. Incurred expenses do not include normal overhead expenses.

#### B. Method of Payment

Within thirty (30) days after the last day of any month in which services have been performed hereunder, the Consultant shall submit an invoice to the City stating the amount due the Consultant for such services, and containing a breakdown of the charges by project, compensation classification, hourly rate and number of hours worked. The invoice shall also contain an itemization of out-of-pocket expenses incurred by the Consultant and for which compensation is due.

Payment of the invoice will be made after acceptance and approval by the City within thirty (30) days of receipt of such invoice. City's approval of the invoice shall not be unreasonably withheld. A charge of 1% per month will be added to all past due accounts.

IV. RIGHT OF TERMINATION

This Agreement may be terminated by either party on thirty (30) days written notice to the other, the effective date of cancellation being the 30th day of said written notice without further action by either party.

V. NOTICES

Notices to the parties, unless otherwise requested in writing, shall be sent to the City at 647 Front Street, Soledad, California 93960 and the Consultant at 550 South Hill Street, Suite 980, Los Angeles, California 90013-2410.

IN WITNESS WHEREOF, the City and the consultant have executed this Agreement as of the date first hereinabove set forth.

CITY OF SOLEDAD

By:

By:

KATZ, HOLLIS, COREN & ASSOCIATES, INC.

By: