

RESOLUTION NO. 1929

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
 AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR
 SERVICES WITH EMC PLANNING GROUP, INC.,
 (PREPARATION OF SUPPLEMENTAL EIR FOR
 PHASE III OF ANDALUCIA
 SUBDIVISION)

BE IT RESOLVED by the City Council of the City of Soledad that the Mayor be, and he is hereby, authorized and directed for and on behalf of the City of Soledad, to execute with EMC PLANNING GROUP, INC., an Agreement for the provision of services in connection with the preparation and certification of a Supplemental Environmental Impact Report (SEIR) for Phase III of Andaluca Subdivision, in the form of the Agreement hereunto attached, marked "Exhibit A", and incorporated herein by reference.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 26th day of July, 1989, by the following vote:

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

NOES, Councilmembers: None

ABSENT, Councilmembers: None


 MAYOR OF THE CITY OF SOLEDAD


 CITY CLERK OF THE CITY OF SOLEDAD

AGREEMENT FOR CONTRACT FOR SERVICES
FOR PREPARATION OF A
SUBSEQUENT ENVIRONMENTAL IMPACT REPORT
EMC PLANNING GROUP INC.

THIS AGREEMENT is executed this 26th day of July, 1989,
by and between the City of Soledad, hereinafter called "City", and EMC Plan-
ning Group Inc., hereinafter called "Consultant."

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Consultant is hereby retained by City to provide professional services to prepare a Subsequent Environmental Impact Report (SEIR) for the Andalusia Subdivision No.3, including the Notice of Preparation, Notice of Completion, and Notice of Determination.
2. Consultant hereby agrees to provide, as the scope of services under this agreement, the preparation of a Notice of Preparation, Administrative Draft SEIR, Draft SEIR including a Mitigation Monitoring Program, Notice of Completion, Final SEIR including Response to Comments, and Notice of Determination on the above-described project which complies with all of the requirements of the California Environmental Quality Act (CEQA) and all other applicable laws, regulations, guidelines, and ordinances. Failure to so comply is hereby deemed and agreed to be a material breach of this agreement upon which City shall have no liability hereunder.
3. Consultant shall complete the Notice of Completion within nine (9) days from the date of execution of this agreement.
4. Consultant shall complete the Administrative Draft SEIR within forty (40) days from the end of the thirty-day public review period for the Notice of Preparation, and shall further deliver the Draft SEIR within ten (10) days after receipt of comments on the Administrative Draft SEIR, and shall further deliver the Final SEIR within fourteen (14) days of receipt of all written comments. Failure to so perform is hereby deemed a material breach of this agreement, and City may, at its option, terminate the agreement with no further liability hereunder, or may agree, in writing, with Consultant to an extension of time without prejudice to the legal remedies of City.
5. Consultant agrees to meet and confer with City, or its agents, or employees with regard to services undertaken pursuant to this agreement as may be required by City to ensure timely and adequate performance of this agreement. This shall include two (2) public hearings of the SEIR at such time and place as may be required by City. Consultant will provide to City six (6) copies of the Administrative Draft SEIR. Upon review and completion of the Draft SEIR, Consultant will print and deliver forty (40) copies of the Draft SEIR to City. After notification by City of necessary changes and corrections, Consultant will provide City with forty (40) copies of the Final SEIR.

Exhibit "A"

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6. City agrees to pay, and Consultant agrees to accept, as full and fair consideration for the performance of this agreement, a sum not to exceed ten thousand five hundred and sixty-five dollars (\$10,565). The total fee shall include Consultant's attendance of up to two (2) public hearings. This sum, however, does not include additional Consultant fees for attending any necessary public hearings in excess of two (2). Such attendance will be at the rate of three hundred dollars (\$300.00) for each additional public hearing attended. This sum may be subject to modification as provided for elsewhere in this agreement.

Said payment shall be made in the following installments upon findings by City that the following conditions have occurred:

- A. Twenty percent (20%) upon completion of the Notice of Preparation.
- B. Forty percent (40%) upon submission of six (6) copies of the Administrative Draft SEIR to the City ready for consideration.
- C. Twenty percent (20%) upon submission of forty (40) copies of the Draft SEIR including a Mitigation Monitoring Program to the City ready for circulation as outlined above in this agreement.
- D. Ten percent (10%) upon submission of forty (40) copies of the Final SEIR including Response to Comments to the City ready for circulation as outlined above in this agreement.
- E. Ten percent (10%) upon certification of the SEIR and completion of the Notice of Determination. To assure completion of all requirements of this agreement, review shall be performed by City.

Compensation under this agreement shall become due and payable as set forth above upon submission of a written invoice to the City; provided, however, that the payment of any compensation to Consultant hereunder shall be contingent upon performance of the terms and conditions of this agreement to the satisfaction of the City.

- 7. In performing the services specified under this agreement, Consultant is hereby deemed to be an independent contractor and not an agent or employee of the City.
- 8. Either Consultant or City may terminate this agreement upon ten (10) days written notice and be relieved of the payment of any consideration or the performance of services hereunder, as may be appropriate. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.
- 9. No alteration or variation of the terms or conditions of this agreement shall be valid unless made in writing and signed by the parties hereto.
- 10. The rights and obligations of Consultant hereunder are not assignable and cannot be delegated as Consultant has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation, without the written consent of City, shall be void and at the option of City, this agreement shall be terminated.

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11. Consultant agrees that in the performance of this agreement, Consultant will comply with all applicable State and Federal laws with regard to fair employment practices and affirmative action requirements.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto on the day and year first-above written

CITY OF SOLEDAD
By: [Signature]
Title: City Clerk
Date: 7/26/89

EMC PLANNING GROUP INC.
By: [Signature]
Title: President
Date: 8-23-89

CITY OF SOLEDAD
By: [Signature]
Title: Mayor
Date: 7/26/89

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