

## RESOLUTION NO. 1933

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE EXECUTION OF A TERMINATION  
AGREEMENT WITH McCAFFREY & SONS, INC.

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 to execute with McCAFFREY & SONS, INC., a California corporation, a Termination Agreement in the form of the document hereunto attached, marked "Exhibit A" and incorporated herein by reference.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Soledad duly held on the 8th day of August, 1989, by the following vote:

AYES, and 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

ATTEST:

  
CITY CLERK OF THE CITY OF SOLEDAD

TERMINATION AGREEMENT

THIS AGREEMENT is made by and between the CITY OF SOLEDAD, a municipal corporation, and the REDEVELOPMENT AGENCY OF THE CITY OF SOLEDAD, a public body corporate and politic, hereinafter collectively referred to in the singular as "Owner", and McCAFFREY & SONS, INC., a California corporation, hereinafter referred to as "Architect", as follows:

RECITALS:

A. On June 14, 1988, Owner and Architect entered into an agreement entitled "Standard Form of Agreement Between Owner and Architect," under which Architect was engaged to perform professional services as therein defined in connection with a project in the City of Soledad known and designated as the "City of Soledad Police Station/City Hall Project". A copy of said agreement is hereunto attached and by reference made a part hereof.

B. Pursuant to said agreement of June 14, 1988, Architect has prepared plans, drawings, specifications, and other documents relating to the project, and revisions of the same, and has assisted Owner in the bidding process. As of the date of this agreement Owner has paid Architect the sum of \$ 26,448.92 as compensation for services rendered and reimbursable expenses incurred.

C. The said parties have now mutually agreed to

"A"

terminate said agreement of June 14, 1988, in accordance with the provisions of this agreement hereinbelow set forth.

AGREEMENT:

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

1. Agreement Terminated. The agreement of June 14, 1988, referred to in Recital A above, is hereby terminated by mutual consent of the parties, effective as of July 25, 1989.

2. Agreed Compensation. It is agreed that the sum of \$ 26,448.92 heretofore paid to Architect by Owner constitutes full payment for all services rendered and for all expenses incurred by Architect in connection with said project as of the date of this agreement, whether covered or not covered by said agreement of June 14, 1988, and, except as otherwise specifically provided in Paragraph 3 below, Architect hereby waives any and all claims to additional compensation for services rendered or expenses incurred with respect to said project, however arising.

3. Charge for Copies. Architect has delivered, or will deliver, to Owner copies of all plans, drawings, specifications, and other documents relating to the project which may be requested by Owner, except for original tracings. Architect will provide Owner with sepia copies of all original tracings when requested to do so, which Owner may use and reproduce, for which there will be a charge of \$ 85.86 .

4. Non-responsibility of Architect for Alterations.  
If is understood and agreed that Architect shall not be

liable, in any way or to any extent, for any changes or alterations in the plans, drawings, specifications, or other documents delivered to Owner, as aforesaid, after the same are delivered. Owner hereby accepts full responsibility for any and all such changes and alterations.

5. Mutual Releases. Each party hereto hereby releases the other party from any and all claims, demands, causes of action or other liabilities arising out of said agreement of June 14, 1988, or the Architect's services rendered pursuant to said agreement, or any other matter or thing connected with said project, whether now known or hereafter discovered. Each party hereby covenants and agrees not to bring or pursue any legal action against the other party on account of any such claim, demand, cause of action, or liability.

6. Successors and Assigns. The provisions of this agreement 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 WHEREOF, the said parties have executed this agreement this 8 day of August, 1989.

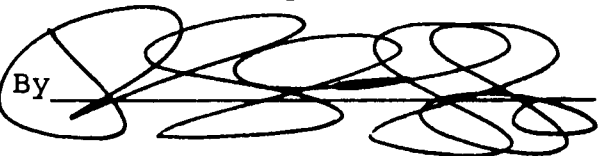
OWNER

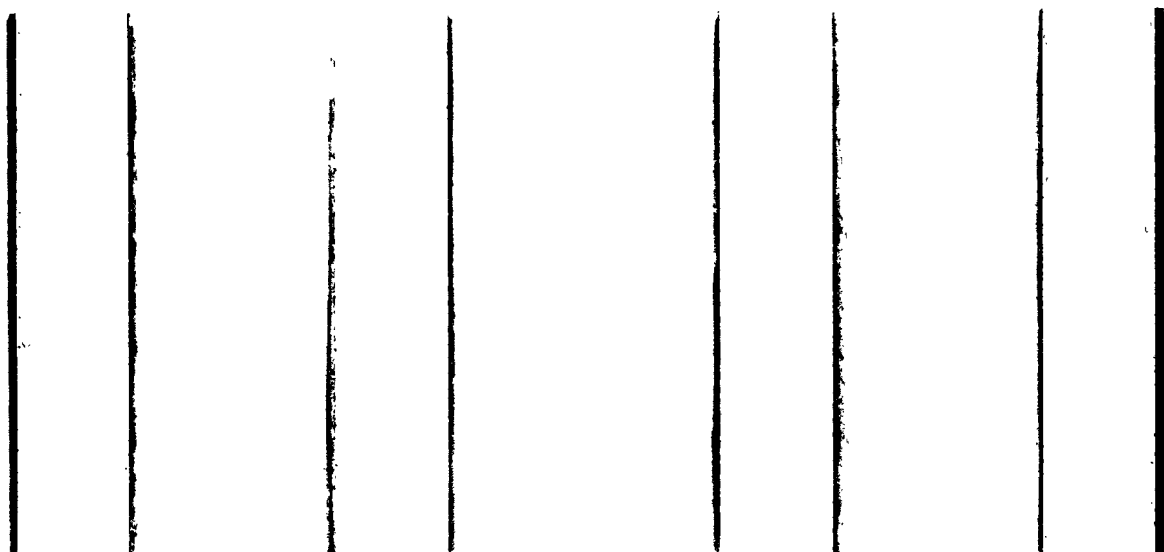
ARCHITECT

CITY OF SOLEDAD a municipal corporation of the State of California,

McCAFFREY & SONS, INC., a California corporation,

By  Mayor

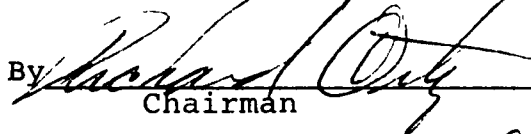
By 



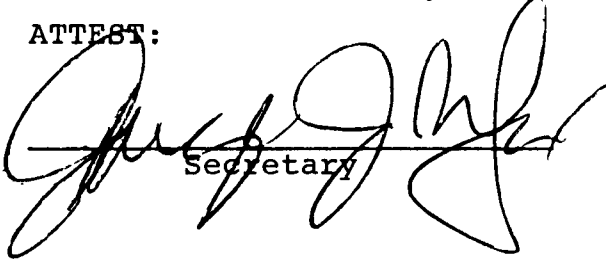
ATTEST:

  
City Clerk

REDEVELOPMENT AGENCY OF THE  
CITY OF SOLEDAD, an agency  
established under the  
Community Redevelopment Law  
of the State of California,

By   
Chairman

ATTEST:

  
Secretary

