

## RESOLUTION NO. 2183

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
 AUTHORIZING THE EXECUTION OF A CONTRACT WITH  
 EMC PLANNING GROUP, INC.

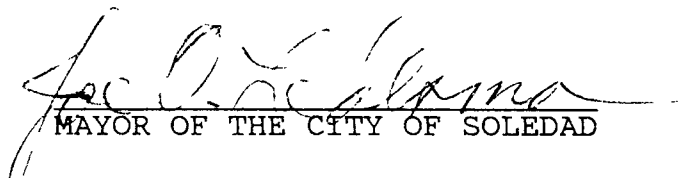
BE IT RESOLVED by the Council of the City of Soledad that the Mayor and the City Manager be, and they are hereby, authorized and directed to execute with EMC PLANNING GROUP, INC., a contract in the form of the document hereunto attached, marked "Exhibit A," and by reference made a part hereof.

PASSED AND ADOPTED by the Council of the City of Soledad at a regular meeting held on the 27th day of July, 1992, by the following vote.

AYES, and in favor thereof, Councilmembers: Fabian Barrera, Fred Ledesma, Mayor Pro Tem John Holguin, Mayor Joe Ledesma

NOES, Councilmembers: None

ABSENT, Councilmembers: Ben Jimenez, Jr.

  
 MAYOR OF THE CITY OF SOLEDAD

ATTEST:

  
 CITY CLERK OF THE CITY OF SOLEDAD

STANDARD  
CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT is made at Soledad, California as of July 27, 1992, by and between THE CITY OF SOLEDAD, a municipal corporation ("City"), and EMC PLANNING GROUP, INC., 99 Pacific Street, Suite 155F, Monterey, California 93940 ("Contractor"), who agree as follows.

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in "Exhibit A". Contractor shall provide said services at the time, place and in the manner specified in "Exhibit A".

2. PAYMENT. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth in "Exhibit B". The payments specified in "Exhibit B" shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to City in the manner specified in "Exhibit B", or, if no manner be specified in "Exhibit B", then according to the usual and customary procedures and practices which contractor uses for billing clients similar to City.

3. FACILITIES AND EQUIPMENT. Except as set forth in "Exhibit C", Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. City shall furnish to Contractor only the facilities and equipment listed

in "Exhibit C" according to the terms and conditions set forth in "Exhibit C".

4. GENERAL PROVISIONS. The general provisions set forth in "Exhibit D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provisions.

5. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

6. CONTRACT ADMINISTRATION. This Agreement shall be administered by BLAIR KING, CITY MANAGER ("Administrator"). All correspondence shall be directed to or through the Administrator or his or her designee.

7. NOTICES. Any written notice to Contractor shall be sent to.

MICHAEL J. GROVES, PRESIDENT  
EMC PLANNING GROUP, INC.,  
99 PACIFIC STREET, SUITE 155F  
MONTEREY, CALIFORNIA 93940

Any written notice to City shall be sent to:

BLAIR KING, CITY MANAGER  
CITY OF SOLEDAD  
POST OFFICE BOX 156  
SOLEDAD, CALIFORNIA 93960

Executed as of the day first above stated:

CITY OF SOLEDAD, a municipal corporation

By: Paul C. Fedema  
"City"

Attest: [Signature]  
City Clerk

By: [Signature]  
"Contractor"

M. LUEL J GROVE  
EMC PLASTIC GROUP, INC

Approved as to form:  
[Signature]  
City Attorney

## EXHIBIT "A"

## SCOPE OF SERVICES

Those tasks, in accordance with the schedule of events, as described in Addendum One, of the EMC Planning Group proposal dated July 10, 1992, submitted to Joel Moses, Planning Director.



A Land Use Planning and Design Firm

July 21, 1992

Mr Blair King  
 City Manager  
 P O Box 156  
 248 Main Street  
 Soledad, California 93960

Re **General Plan Update Cost Proposal Addendum**

Dear Blair:

Based on our conversations, I have made some adjustments to the costs for preparing the comprehensive general plan update and environmental impact report (EIR). This letter will act as an addendum to the proposal dated July 10, 1992.

EMC Planning Group, Inc. will prepare a comprehensive general plan update and EIR (Option #2 in the original proposal) for a cost of \$20,000.00 in the time frame specified in Option #1 (36 weeks). The proposal includes all of the tasks outlined in Option #2, and in addition, includes graphics for the documents.

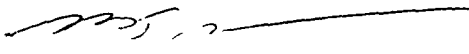
This revised cost is based on the following expectations:

- 1 The City of Soledad will provide a land use plan map and a traffic and circulation plan map for EMC Planning Group Inc. to use as base maps for the graphics, and,
- 2 EMC Planning Group, Inc. will provide the City with unbound copies of all documents and the City will proceed with making copies for distribution.

If you have any questions regarding this letter, please contact me at your convenience. I look forward to working on this project with you and your staff.

Sincerely,

EMC Planning Group, Inc.

  
 Michael J Groves  
 President

Mr Joel Moses  
Planning Director, City of Soledad  
7/10/92, Page 2

that AMBAG will be willing and capable of transferring the document files into a text file which can then be converted to our word processing system.

The cost estimate does not include providing new maps and new graphics. A cost estimate for providing new maps and graphics will be submitted when it has been determined what maps and graphics will be required.

I highly recommend that the City consider utilizing a traffic engineer to assist in the preparation of the circulation element under either option. This is not in our current scope of work. The traffic engineer's scope of work can be minor with only review and recommendations (approximately \$3,000) or can be extensive with the preparation of a city-wide traffic study to be concurrent with the preparation of the traffic study for the Vista Soledad Environmental Impact Report. The city-wide traffic study would cost an additional \$11,500 above the cost of the traffic study for the Vista Soledad EIR, which costs \$8,500. The benefit of the city-wide traffic study would be its use by the City to develop and implement a city-wide impact fee ordinance. According to Keith Higgins, the traffic engineer for the Vista Soledad EIR, the City may be faced with up to one or two million dollars of transportation improvements due to buildout of the general plan and really does not have any funding mechanism in place. The cost of the city-wide traffic study would have to be paid by the City at this time, but the City could be reimbursed for this cost from future development.

If you have any questions regarding this letter or the enclosed proposal, please contact me at your convenience. I would be happy to talk with you regarding the different options proposed in this letter and the attached scope of work.

Sincerely,

*7/10/92*  
*Michael J Groves*

Michael J Groves  
President



A Land Use Planning and Design Firm

July 10, 1992

Mr Joel Moses  
 Planning Director  
 P O Box 156  
 248 Main Street  
 Soledad, California 93960

**Re. Soledad General Plan Update Proposal**

Dear Joel.

Based on our previous meetings and discussions, I have prepared a proposal for EMC Planning Group Inc to assist the City of Soledad in an update of the general plan and to prepare an environmental impact report for the update. The proposal provides the City with two options. The first option is to revise and complete the land use element, circulation element, housing element, and the environmental impact report, previously prepared in draft by the Association of Monterey Bay Area Governments (AMBAG). The second option consists of the tasks included in the first option, as well as revising the entire general plan into one comprehensive document and providing an executive summary of the general plans goals, objectives, policies, and programs.

Quite a few issues, important to the City of Soledad, were not adequately addressed in the draft elements prepared by AMBAG. These issues include, but are not limited to, expansion of the sphere of influence, the City's desire to become more of a self-contained community, employment, infill development, commercial land use, prison expansion, and public transportation.

A detailed scope of services for both options one and two are provided in the attached proposal. The cost estimates are as follows:

Option one, including revising and completing the land use element, circulation element, housing element, and environmental impact report, would cost \$19,028.00.

Option two, including a comprehensive general plan update and environmental impact report, would cost \$22,829.00.

The cost estimates assume that all applicable documents and technical studies, including traffic studies and economic reports, will be provided by the City. These may be documents such as environmental impact reports or studies for which the City has previously contracted. Any additional studies necessary to ensure compliance with state law is beyond the scope of services presented in this proposal, but can be performed by our firm if the city desires. The cost estimates also assume

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**Proposal**

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**Soledad  
Partial or Comprehensive General Plan Update and  
Environmental Impact Report**

**Prepared For:**

Mr Joel Moses  
Planning Director  
P O Box 156  
Soledad, California 93960

**July 1992**

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**Prepared By:**



99 Pacific Street, Suite 155F  
Monterey, California 93940  
(408) 649-1799

## 1.0 Introduction

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EMC Planning Group Inc. is pleased to submit this proposal to prepare general plan element updates and a general plan update environmental impact report for the City of Soledad.

EMC Planning Group Inc. has, in the past, assisted the City of Soledad with the preparation of individual elements of the general plan, including the land use element, circulation element, and housing element. EMC Planning Group Inc. has also prepared a variety of environmental documents for proposed projects in the City of Soledad and is very familiar with the environmental and land use policy issues facing the City.

This proposal provides the City with two options from which to choose, based on the resources available to the City. The two options are summarized below:

- Option One**
- A. Revision and completion of the draft land use, circulation, and housing elements prepared by the Association of Monterey Area Bay Governments (AMBAG). The revisions will include issues regarding expansion of the sphere of influence, impacts on agricultural lands, further analysis of the population and employment base, development of an economically self-contained city, need for affordable and migrant worker housing, problems concerning infill development and infrastructure constraints, and expansion of the prison.
  - B. Revision and completion of the environmental impact report (EIR) for the draft land use, circulation, and housing elements also prepared by AMBAG.

- Option Two**
- A. Preparation of a comprehensive general plan update in order to provide the City with a single comprehensive bound document containing all mandatory elements of the general plan. The option includes the scope in Option One, as well as updating the conservation, safety, open space, and noise elements.
  - B. Preparation of an EIR for the comprehensive general plan update as required by the California Environmental Quality Act.

**Note:** The consultant will utilize economic information from studies developed for the City and for the Vista Soledad Environmental Impact Report (to be completed).

This proposal assumes that this scope of services will be performed under the coordination of Mr. Joel Moses, City of Soledad Planning Director, and with the direction and counsel of Mr. Jim Cook, Monterey County LAFCO Executive Officer. This proposal assumes that this scope of work does not include coordination and meetings with an advisory committee.

## **2.0 Legal Requirements**

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California state law requires each city and county (including chartered cities) to adopt a general plan "for the physical development of the county or city, and any land outside its boundaries which bears relation to its planning"

The general plan consistency requirements have enlarged the role of the general plan in the physical development of cities and counties. The general plan must be internally consistent. This means that no policy conflicts exist, either textual or diagrammatic, between the components of an otherwise complete and adequate general plan. Further, the general plan must be consistent with its implementing ordinances. If there are inconsistencies, land development may be impeded.

Traditionally, the general plan has been organized as a collection of "elements" or subject categories such as land use, circulation, and open space. State law provides that the general plan must address seven elements (Government Code Section 65302). These and the issues that each embodies are briefly summarized below:

### ***Land Use Element***

The land use element designates the general distribution and intensity of uses of the land for housing, business, industry, open space, education, public buildings and grounds, waste disposal facilities, and other categories of public and private uses.

### ***Circulation Element***

The circulation element is correlated with the land use element and identifies the general location and extent of existing and proposed major thoroughfares, transportation routes, terminals, and other local public utilities and facilities.

### ***Housing Element***

The housing element is a comprehensive assessment of current and projected housing needs for all segments of the community and all economic groups. In addition, it embodies policy for providing adequate housing and includes action programs for this purpose.

### ***Conservation Element***

The conservation element addresses the conservation, development, and use of natural resources including water, forests, soils, rivers, and mineral deposits.

### ***Open Space Element***

The open-space element details plans and measures for preserving open space for natural resources, the managed production of resources, outdoor recreation, public health and safety, and the identification of agricultural land.

**Noise Element**

The noise element identifies and appraises noise problems within the community and forms the basis for land use distribution.

**Safety Element**

The safety element establishes policies and programs to protect the community from risks associated with seismic, geologic, flood, and fire hazards

**Review by Others**

Generally, each city and county must consult with the California Division of Mines and Geology (Department of Conservation) and with the California Office of Emergency Services prior to a periodic review of the local general plan and particularly before the preparation or revision of a safety element. Local governments must respond to the findings of these agencies as specified in Government Code section 65302(g)

The housing element will be submitted to the California Department of Housing and Community Development for review and approval as specified in Government Code Section 65585(b) Local governments must also send their open space elements to the Secretary of the Resources Agency as specified in Government Code Section 65563

While not required by law, planning agencies may send a copy of a newly adopted or revised general plan and elements, along with subsequent amendments, to the County Municipal Collection in the State Library's Government Publications Section. The library makes general plans available to the public for reference. Library users may also borrow plan documents through any local library's inter-library loan process

### **3.0 Overview of Adopted General Plan Elements and Draft Updates**

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This section provides a brief overview of the adopted general plan elements and the draft updates for the land use, housing, and circulation elements prepared by AMBAG. It also addresses deficiencies in the adopted and draft elements which will be included in the scope of work in this proposal.

#### **Adopted General Plan Elements**

EMC Planning Group Inc. has assisted the City in the preparation of various general plan elements in the past, including the land use element, the circulation element, the housing element, and the open space and conservation element. The following is a brief overview of the existing general plan elements.

##### ***Land Use Element***

EMC Planning Group Inc. assisted the City in the preparation of the land use element in July, 1981. Preparation of this element included research of demographic, social, and economic data, windshield survey of existing land uses, analysis of current holding capacity and public service availability, and development of goals, policies, and programs. This element has recently been updated in draft form by AMBAG (May, 1992).

##### ***Circulation Element***

EMC Planning Group Inc. assisted the City in the preparation of the circulation element in July, 1981. This included an analysis of various modes of transportation including roads and highways, railway, and airport and corresponding capacities. This element also included the development of goals, policies, and program. This element has recently been updated in draft form by AMBAG (May, 1992).

##### ***Housing Element***

EMC Planning Group Inc. assisted the City in the preparation of the housing element in July, 1981, and the housing element update in July, 1985. The preparation of this element included an analysis of population and income characteristics, housing characteristics, housing needs, and the development of goals, policies, and programs. This element has recently been updated in draft form by AMBAG (April, 1992).

### ***Conservation Element***

The conservation element was prepared by Hahn, Wise, and Associates, Inc. in June 1973. It was revised in September, 1981 by EMC Planning Group Inc. and combined with the open space element. The preparation of the revised element included a discussion of the open space/conservation issues and the development of goals, policies, and programs.

### ***Open Space Element***

The open-space element was prepared by Hahn, Wise and Associates, Inc. in June 1973. It was revised in September, 1981 by EMC Planning Group Inc. and combined with the conservation element. The preparation of the revised element included a discussion of the open space/conservation issues and the development of goals, policies, and programs.

### ***Noise Element***

The noise element was prepared by George S. Nolte and Associates in February 1975. It was prepared as a part of a larger project in which noise elements were prepared for the cities of Soledad, Gonzales, Greenfield, and King City. The noise element is more specific with regard to the presentation of goals and policies, but lacks implementation measures. The noise element should be restructured (without changing the content or intent) and focused.

### ***Safety Element***

The safety element was prepared by Hahn, Wise and Associates, Inc. in August 1974. It is specific to Soledad. The safety element is more specific with regard to the presentation of objectives and implementation measures, but lacks clear goals and policies. The safety element should be restructured (without changing the content or intent).

## **Draft Update Elements and Deficiencies**

Draft land use, housing, and circulation elements were prepared by AMBAG in April and May 1992. The elements are well written and include goals, objectives, policies, and programs, but do not address a number of serious issues facing Soledad during the 1990s. The following briefly describes each element and the issues which need to be addressed.

### ***Land Use Element***

The draft land use element was prepared by AMBAG in May, 1992. It addresses population, employment, existing land use, housing, public services, environmental factors, and includes goals, objectives, policies, and programs. The final, adopted element should include a discussion and analysis of the following specific issues.

Sphere of Influence Expansion. Expansion of the City's existing sphere of influence should be included in this element. Specific issues concerning the land use element and expansion of the sphere include LAFCO policies, delineating the City's direction for growth, existing and future land uses including the conversion of agricultural land, the change in water use when converting agricultural land to residential or commercial, impacts on existing infrastructure and public services, and the demand for housing and employment.

Self-Contained Community. The employment base within the City of Soledad could support a larger population. Many employees travel from outside the City. Consequently, the income generated from local resources is not reinvested in the local community. The draft land use element does not anticipate the planned prison expansion, which increases the number of inmates by 2,200 and the number of employees by as many as 1400. The land use element should address the need for a "self-contained" community from an economic standpoint.

Employment. The employment information in the draft land use element only makes use of the census data. This data, unfortunately, does not reflect reality. Statistics generated outside of the census indicate a higher employment base than population base. The land use element should include additional information on employment within the City in the areas of government, education, and corrections.

Infill Development. The policies in this element encourage infill development where possible, and in general, the efficient use of Salinas Valley's land resources. However, the element does not completely address the lack of infrastructure and access necessary for the suggested infill. Infill development may be so expensive that it is infeasible in many locations.

Commercial Land Use. The element lacks a complete discussion of commercial uses along Highway 101. The retail/commercial needs of the City are not being met. The City lacks professional services such as banks, title services, furniture stores, and auto dealerships. Residents drive to King City, Greenfield, and Salinas to do a lot of their shopping. This element should discuss retail leakage and low per capita sales. In addition, the element should eliminate the Downtown Specific Plan and create policies for maintaining and enhancing the downtown with specialty uses.

Prison Expansion. Prison expansion plans are underway. Although construction funds have not been authorized, the project EIR is expected to be out for public review by the end of the year. The expansion is expected to create 2200 beds and 800-1400 new jobs. For each new prison job created by the expansion, 0.5 jobs may be created as a spin-off of those prison jobs.

### ***Circulation Element***

The draft circulation element was prepared by AMBAG in May 1992. It includes a discussion of existing conditions, an analysis of planning conditions, and includes issues, goals, and policies. The final, adopted element should include a discussion and analysis of the following specific issues:

Sphere of Influence Expansion. The sphere of influence expansion should also be addressed in this element. Impacts on existing circulation and traffic infrastructure should be discussed and analyzed in detail.

Public Transportation Public transportation issues should be addressed including programs already working within the City, expanding those programs, and the possibility of participating in other available programs

### *Housing Element*

The draft housing element was prepared by AMBAG in April 1992. It includes a discussion of the relation of the housing element to other elements of the general plan, the housing element law, demographics, housing characteristics, a review of the 1985 housing element, housing opportunities, constraints on housing, housing needs, goals and objectives. The final, adopted element should include a discussion and analysis of the following specific issues

Sphere of Influence Expansion. The sphere of influence expansion should also be addressed in this element. The demand for housing, including low-income and migrant worker housing, should be discussed and analyzed in detail

Employment and Population Base. The employment information in the draft element only makes use of the census data. This data, unfortunately, does not reflect reality. The housing element, as well as the land use element should include additional information on employment within the City

Infill Development. The discussion of infill development in the land use element should also be included in the housing element. The number of infill lots is misleading. Infrastructure problems arise because of the lot locations and dimensions. Some of the lots are lower than the existing services requiring uphill pumping to the waste water treatment plant. In addition, many lots are very narrow and it would be difficult to provide sewer to these lots.

## **4.0 Scope of Services**

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### **4.1 Option One**

#### ***Land Use, Circulation, and Housing Elements Update / Environmental Impact Report***

EMC Planning Group Inc. will perform the following scope of services to assist the City of Soledad in updating the land use, circulation, and housing elements of the general plan (hereinafter "elements"), and prepare an environmental impact report for these elements

- 1. *Project Administration and Initiation***
  - A. EMC Planning Group Inc will execute contracts upon acceptance of this proposal.
  - B. EMC Planning Group Inc will attend a project initiation and scoping meeting with the City. This meeting should include representatives from various city departments, as well as a representative from LAFCO. At this time, all available information, including economic reports prepared for the City, will be submitted to the consultant for use in preparing the elements.
- 2. *Transfer Elements from AMBAG Software to EMC Software***
  - A. EMC Planning Group Inc. will use the draft elements prepared by AMBAG to complete the project. This task assumes that AMBAG will export the text on their VENTURA program into a text file so that EMC Planning Group Inc. will be able to convert the file to Microsoft Word.
- 3. *Review For Internal Consistency***
  - A. EMC Planning Group Inc. will assemble all existing goals, objectives, policies, and programs of the elements into a single document to be used for review to determine internal consistency.
  - B. EMC Planning Group Inc will review the elements' goals, objectives, policies, and programs in an effort to identify any internal inconsistencies or uncertainties.
- 4. *Review for Compliance With State Law***
  - A. EMC Planning Group Inc will review the elements for compliance with state law using the 1990 California General Plan Guidelines.

**5. *Determination of Internal Consistency and Compliance***

- A. EMC Planning Group Inc. will prepare a letter or other document listing any internal inconsistencies or uncertainties in the elements. Proposed general plan amendments that will achieve internal consistency will be presented as well.

This document will also include a discussion of whether or not the existing general plan elements comply with state law and will include proposed additions that should be completed and included in the elements to comply with state law.

- B. EMC Planning Group Inc. will meet, or hold a telephone conference, with the City to discuss and finalize the proposed updates to the existing general plan elements that need to be completed in order to achieve internal consistency and to comply with state law.

**6. *Preparation of Administrative Draft Elements***

- A. EMC Planning Group Inc. will prepare the administrative draft elements complete with covers, a table of contents, glossary, tables, and appendices.
- B. EMC Planning Group Inc. will utilize all existing figures to the degree possible. This proposal does not include the preparation of new figures/graphics. EMC Planning Group Inc. will submit a separate cost proposal for the preparation of new figures, where appropriate, when it has been determined how many new figures will be needed.
- C. EMC Planning Group Inc. will submit three (3) copies of the administrative draft elements to the City for review and comment.

**7. *Preparation of the Draft Elements***

- A. EMC Planning Group Inc. will meet, or hold a telephone conference, with the City to discuss their comments on the administrative draft of the elements.
- B. EMC Planning Group Inc. will prepare a draft of the updates, and will submit one (1) reproducible copy to the City for public review.

**8. *Preparation of Administrative Draft Environmental Impact Report***

- A. EMC Planning Group Inc. will prepare one (1) copy of the Notice of Preparation for the City of Soledad to circulate.
- B. EMC Planning Group Inc. will prepare, upon completion of the draft elements, an administrative draft environmental impact report (ADEIR) required for the proposed updates. Three (3) copies of the ADEIR will be submitted to the City for review and comment.

**9. *Preparation of the Draft Environmental Impact Report***

- A. EMC Planning Group Inc. will meet, or hold a telephone conference, with the City to discuss their comments on the ADEIR.
- B. EMC Planning Group Inc will prepare a draft environmental impact report (DEIR) and will submit one (1) reproducible copy to the City for public review
- C. EMC Planning Group Inc will prepare a Notice of Completion and file it with the Office of Planning and Research.
- D. EMC Planning Group Inc. will submit ten (10) copies of the DEIR to the local and state clearinghouses for public review

**10. *Preparation of the Final Environmental Impact Report***

- A. EMC Planning Group Inc will prepare a final environmental impact report (FEIR) which will include public comments and responses to those comments
- B. EMC Planning Group Inc. will submit (1) reproducible copy to the City for distribution.
- C. EMC Planning Group Inc. will prepare a Notice of Determination following certification of the FEIR and approval of the general plan element updates by the city council and will file the Notice of Determination with the Monterey County Clerk and the California Office of Planning and Research.

**11. *Preparation of a Planning Commission Project Consideration Package***

- A. EMC Planning Group Inc. will prepare a project consideration package including a staff report, the FEIR, a resolution certifying the FEIR, a resolution approving the updated general plan elements including all appropriate findings. It is assumed that the planning commission will hold a public hearing prior to making recommendation to the city council to certify the FEIR and approve the updated general plan elements
- B. EMC Planning Group Inc. will submit one (1) reproducible copy to the City for distribution.
- C. EMC Planning Group Inc. will attend one (1) planning commission public hearing to present the project consideration package and to answer questions

**12. *Preparation of a City Council Project Consideration Package***

- A. EMC Planning Group Inc. will prepare a project consideration package including a staff report, the FEIR, a resolution certifying the FEIR, a resolution approving the updated general plan elements including all appropriate findings. It is assumed that the city council will hold a public hearing prior to certifying the FEIR and approving the updated general plan elements.
- B. EMC Planning Group Inc. will submit one (1) reproducible copy to the City for distribution.
- C. EMC Planning Group Inc. will attend one (1) city council public hearing to present the project consideration package and to answer questions.

**13. *Preparation of Final Elements***

- A. EMC Planning Group Inc. will prepare the final elements upon approval by the city council and will submit one (1) bound copy and one (1) unbound, reproducible copy of the final elements.

## 4.2 Option Two

### *Comprehensive General Plan Update / Environmental Impact Report*

EMC Planning Group Inc. will perform the following scope of services to assist the City of Soledad in a comprehensive update of the general plan (hereinafter referred to as "comprehensive update"), and prepare an environmental impact report for the comprehensive update.

#### 1. *Project Administration and Initiation*

- A. EMC Planning Group Inc. will execute the contracts upon acceptance of this proposal.
- B. EMC Planning Group Inc. will attend a project initiation and scoping meeting with the City. This meeting should include representatives from various city departments, as well as, a representative from LAFCO. At this time, all available information will be submitted to the consultant for use in preparing the comprehensive update.

#### 2. *Standardize General Plan Elements*

- A. EMC Planning Group Inc. will standardize all general plan elements on a single word processing system. EMC Planning Group Inc. has the capability to transfer the information from our word processing system to any other commonly used word processing system and will supply the City with computer disks containing the standardized information upon completion of the comprehensive general plan update. This task will include AMBAG's export of their VENTURA file as text to a text file so EMC Planning Group Inc. can convert the data to Microsoft Word.

#### 3. *Review For Internal Consistency*

- A. EMC Planning Group Inc. will assemble all existing goals, objectives, policies, and programs into a single document to be used for review to determine internal consistency.
- B. EMC Planning Group Inc. will review all existing general plan element goals, objectives, policies, and programs in an effort to identify any internal inconsistencies or uncertainties in these existing general plan elements.

#### 4. *Review for Compliance With State Law*

- A. EMC Planning Group Inc. will review the existing general plan elements for compliance with state law using the 1990 California General Plan Guidelines.

**5. *Determination of Internal Consistency and Compliance***

- A. EMC Planning Group Inc. will prepare a letter or other document listing any internal inconsistencies or uncertainties in the existing general plan elements. Proposed general plan amendments that will achieve internal consistency will be presented as well.

This document will also include a discussion of whether or not the existing general plan elements comply with state law and will include proposed additions that should be completed and included in the comprehensive update to comply with state law

- B. EMC Planning Group Inc. will meet, or hold a telephone conference, with the City to discuss and finalize the proposed updates to the existing general plan elements that need to be completed in order to achieve internal consistency and to comply with state law

**6. *Preparation of Administrative Draft Comprehensive Update Document.***

- A. EMC Planning Group Inc. will incorporate the final proposed general plan amendments into the standardized general plan elements.
- B. EMC Planning Group Inc will prepare the administrative draft comprehensive update complete with covers, a table of contents, glossary, tables, and appendices.
- C. EMC Planning Group Inc. will utilize all existing figures to the degree possible. This proposal does not include the preparation of new figures/graphics. EMC Planning Group Inc. will submit a separate cost proposal for the preparation of new figures, where appropriate, when it has been determined how many new figures will be needed.
- D. EMC Planning Group Inc. submit three (3) copies to the City for review and comment.

**7. *Preparation of Administrative Draft Executive Summary***

- A. EMC Planning Group Inc. will prepare an administrative draft executive summary for the comprehensive update which will include all goals, objectives, policies, and programs of the comprehensive update in accordance with this scope of work. Three (3) copies will be submitted to the City for review and comment in conjunction with the administrative draft comprehensive update

**8. *Preparation of Draft Comprehensive Update and Executive Summary***

- A. EMC Planning Group Inc. will meet, or hold a telephone conference, with the City to discuss their comments on the administrative draft comprehensive update and executive summary
- B. EMC Planning Group Inc. will prepare a draft comprehensive update and executive summary and will submit three (3) copies to the City for public review

**9. *Preparation of Administrative Draft Environmental Impact Report***

- A. EMC Planning Group Inc. will prepare one (1) copy of the Notice of Preparation for the City of Soledad to circulate
- B. EMC Planning Group Inc. will prepare, upon completion of the draft comprehensive update, an administrative draft environmental impact report (ADEIR) required for the comprehensive update. Three (3) copies of the ADEIR will be submitted to the City for review and comment.

**10. *Preparation of the Draft Environmental Impact Report***

- A. EMC Planning Group Inc. will meet, or hold a telephone conference, with the City to discuss their comments on the ADEIR.
- B. EMC Planning Group Inc. will prepare a draft environmental impact report (DEIR) and submit three (3) copy to the City for public review
- C. EMC Planning Group Inc. will prepare a Notice of Completion and file it with the Office of Planning and Research.
- D. EMC Planning Group Inc. will submit ten (10) copies of the DEIR to the local and state clearinghouses for public review

**11. *Preparation of the Final Environmental Impact Report***

- A. EMC Planning Group Inc. will prepare a final environmental impact report (FEIR) which will include public comments and responses to those comments.
- B. EMC Planning Group Inc. will submit (1) reproducible copy to the City for distribution.
- C. EMC Planning Group Inc. will prepare a Notice of Determination following the approval of the FEIR and proposed comprehensive update by the city council and will file the Notice of Determination with the Monterey County Clerk and the California Office of Planning and Research.

**12. *Preparation of a Planning Commission Project Consideration Package***

- A. EMC Planning Group Inc. will prepare a project consideration package including a staff report, the FEIR, a resolution certifying the FEIR, and a resolution approving the comprehensive update including all appropriate findings. It is assumed that the planning commission will hold a public hearing prior to making recommendation to the city council to certify the FEIR and approve the comprehensive update.
- B. EMC Planning Group Inc. will submit one (1) reproducible copy to the City for distribution.
- C. EMC Planning Group Inc. will attend one (1) planning commission public hearing to present the project consideration package and to answer questions.

**13. *Preparation of a City Council Project Consideration Package***

- A. EMC Planning Group Inc. will prepare a project consideration package including a staff report, the FEIR, a resolution certifying the FEIR, and a resolution approving the comprehensive update including all appropriate findings. It is assumed that the city council will hold a public hearing prior to certifying the EIR and approving the proposed comprehensive update.
- B. EMC Planning Group Inc. will submit one (1) reproducible copy to the City for distribution.
- C. EMC Planning Group Inc. will attend one (1) city council public hearing to present the project consideration package and to answer questions.

**14. *Preparation of Final Comprehensive Update and Executive Summary***

- A. EMC Planning Group Inc. will prepare the final comprehensive update and executive summary upon approval by the city council and will submit one (1) bound copy and one (1) unbound, reproducible copy of the comprehensive update and executive summary to the City for their use.

## 5.0 Time Estimate

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The following is a list of tasks and the time estimate to complete each tasks. Some tasks may be undertaken concurrently and may result in a reduction of the following time estimate

### 5.1 Option One

<i>Project Administration and Initiation</i>	<i>(1 week)</i>
<i>Transfer data from AMBAG files to EMC files</i>	<i>(1 week)</i>
<i>Review For Internal Consistency</i>	<i>(2 weeks)</i>
<i>Review for Compliance With State Law</i>	<i>(1 week)</i>
<i>Determination of Internal Consistency and Compliance</i>	<i>(2 weeks)</i>
<i>Preparation of Administrative Draft Elements Document</i>	<i>(4 weeks)</i>
<i>Preparation of Draft Elements Document</i>	<i>(2 weeks)</i>
<i>Preparation of Administrative Draft Environmental Impact Report</i>	<i>(4 weeks)</i>
<i>City Review of Administrative Draft EIR</i>	<i>(2 weeks)</i>
<i>Preparation of Draft Environmental Impact Report</i>	<i>(2 weeks)</i>
<i>Public Review of Draft EIR</i>	<i>(2 weeks)</i>
<i>Preparation of Final Environmental Impact Report</i>	<i>(3 weeks)</i>
<i>Preparation of a Planning Commission Project Consideration Package</i>	<i>(2 weeks)</i>
<i>Preparation of a City Council Project Consideration Package</i>	<i>(1 week)</i>
<i>Preparation of Final Elements Document</i>	<i><u>(2 weeks)</u></i>
<i>Total Time Estimate</i>	<i>(36 weeks)</i>

## 5.2 Option Two

<i>Project Administration and Initiation</i>	<i>(1 week)</i>
<i>Transfer data from AMBAG files to EMC files</i>	<i>(1 week)</i>
<i>Review For Internal Consistency</i>	<i>(3 weeks)</i>
<i>Review for Compliance With State Law</i>	<i>(2 weeks)</i>
<i>Determination of Internal Consistency and Compliance</i>	<i>(2 weeks)</i>
<i>Preparation of Administrative Draft Comprehensive Update and Summary Documents</i>	<i>(6 weeks)</i>
<i>Preparation of Draft Comprehensive Update and Summary Documents</i>	<i>(3 weeks)</i>
<i>Preparation of Administrative Draft Environmental Impact Report</i>	<i>(5 weeks)</i>
<i>City Review of Administrative Draft EIR</i>	<i>(2 weeks)</i>
<i>Preparation of Draft Environmental Impact Report</i>	<i>(3 weeks)</i>
<i>Public Review of Draft EIR</i>	<i>(7 weeks)</i>
<i>Preparation of Final Environmental Impact Report</i>	<i>(4 weeks)</i>
<i>Preparation of a Planning Commission Project Consideration Package</i>	<i>(2 weeks)</i>
<i>Preparation of a City Council Project Consideration Package</i>	<i>(1 week)</i>
<i>Preparation of Final Comprehensive Update and Summary Document</i>	<i><u>(2 weeks)</u></i>
<i>Total Time Estimate</i>	<i>(44 weeks)</i>

## **6.0 Cost Estimate**

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### **6.1 Option One**

**Personnel Costs** **\$14,482.00**

**Other Costs**

Word Processing	\$528 00
Materials	105 00
Printing/Copying	1366 00
Travel	324 00
Communication	200 00
Contingency	<u>200.00</u>

**Subtotal** **2,723.00**

**Total** **\$17,205.00**

### **6.2 Option Two**

**Personnel Costs** **\$19,028.00**

**Other Costs**

Word Processing	\$580 00
Materials	115 00
Printing/Copying	2382 00
Travel	324 00
Communication	200 00
Contingency	<u>200.00</u>

**Subtotal** **3801.00**

**Total** **\$22,829.00**

## EXHIBIT "B"

## PAYMENT SCHEDULE

City shall pay Contractor an amount not to exceed the total sum of Twenty Thousand Dollars (\$20,000) for services to be performed pursuant to this Agreement. Contractor shall submit invoices during the term of this Agreement based on the cost for services performed but not more often than once a month; and provided further, in no event shall City pay Contractor a sum exceeding 20% of the total sum due for services pursuant to this Agreement in any one month; and provided further, City shall pay the last 20% of the total sum due pursuant to this Agreement within forty-five (45) days after completion of the services and submittal to City, if all services due pursuant to this Agreement have been satisfactorily performed.

The total sum stated above shall be the total which City shall pay for the services to be rendered by Contractor pursuant to this Agreement.

City shall make no payment for any extra, further or additional service pursuant to this Agreement unless such extra service and the price therefore is agreed to in writing executed by the City Manager or other designated official of City authorized to obligate City thereto prior to the time such extra service is rendered.

The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of City. In this event, City shall compensate the Contractor for all outstanding costs incurred as of the date of written notice thereof and shall terminate this Agreement. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to date.

The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a fully executed Purchase Order from the Finance Department of the City of Soledad.

EXHIBIT "D"  
GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR. All all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
2. LICENSES; PERMITS; ETC. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice his profession.
3. TIME. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.
4. INSURANCE REQUIREMENTS. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.
- (a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.)
  2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
  3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
- (b) Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverages.
    - a. The City, the Redevelopment Agency, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.
    - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and

volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
  - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

- (e) Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- (f) Verification of Coverage. Contractor shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- (g) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- (h) The Risk Manager of City may approve a variation in those insurance requirements upon a determination that the coverages, scope, limits and forms of such insurance are either not commercially available or that the City's interest are otherwise fully protected.
4. CONTRACTOR NO AGENT. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
  5. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
  6. PERSONNEL. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. Consultant shall assign Chris Staedler as Project Manager. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons
  7. STANDARD OF PERFORMANCE. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices his profession. All instruments of service of whatsoever nature which Contractor delivers to City pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Contractor's profession. The performance of service or acceptance of information furnished by Consultant shall not relieve the Consultant from obligation to correct any defective work subsequently discovered and all incomplete, inaccurate, or defective work shall be remedied by the Consultant on demand without cost to the City
  8. HOLD HARMLESS AND RESPONSIBILITY OF CONTRACTORS. Contractor shall take all responsibility for the work, shall bear all losses and damages directly

or indirectly resulting to him, to any subcontractor, to the City, to City officers and employees, or to parties designated by the City, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the Contractor or of any subcontractor. Contractor shall indemnify, defend and hold harmless the City, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim, costs (including costs of defense), suits, and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt the City, its employees and officers from its own fraud, willful injury or violation of law whether willful or negligent. For purposes of Section 2782 of the Civil Code the parties hereto recognize and agree that this Agreement is not a construction contract. By execution of this Agreement, Contractor acknowledges and agrees that he has read and understands the provisions hereof and that this paragraph is a material element of consideration. Approval of the insurance contracts does not relieve the Contractor or subcontractors from liability under this paragraph.

9. GOVERNMENTAL REGULATIONS. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
10. DOCUMENTS. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Contractor pursuant to this Agreement shall become the property of City upon completion of the work to be performed hereunder or upon termination of the Agreement.