

RESOLUTION NO. 2222

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR
PROFESSIONAL SERVICES WITH CRAWFORD,
MULTARI AND STARR FOR THE
DEVELOPMENT OF IMPACT
FEES AND A FINANCING
STRATEGY

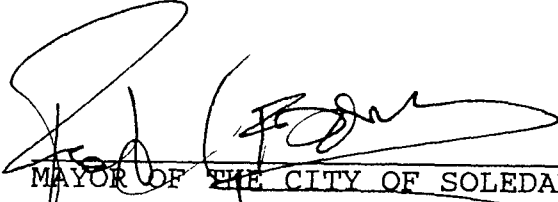
BE IT RESOLVED by the City Council of the City of
Soledad that the City Manager be, and is hereby, authorized and
directed to execute an Agreement for Professional Services with
Crawford, Multari and Starr, in the form of the document
hereunto attached, marked, "Exhibit A," and by reference made a
part hereof, for the development of Impact Fees and a Financing
Strategy.

PASSED AND ADOPTED by the City Council of the City of
Soledad at a regular meeting duly held on the 25th day of
January, 1993, by the following vote.


AYES, and in favor thereof, Councilmembers: John
Holguin, Ben Jimenez, Jr., Richard Ortiz, Mayor Pro
Tem Fabian Barrera, Mayor Fred Ledesma

NOES, Councilmembers: None

ABSENT, Councilmembers: None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 25th day of January, 1993, by and between the City of Soledad, Monterey County, hereinafter referred to as the "City" and CRAWFORD, MULTARI & STARR, 641 HIGUERA STREET, SUITE 202, SAN LUIS OBISPO, CALIFORNIA 93401, hereinafter referred to as "Consultant".

WITNESSETH

WHEREAS, the City requires assistance with the preparation of Water Fees and Connection Charges, and

WHEREAS, the Consultant is duly qualified an experienced to provide such services,

NOW, THEREFORE, said City and said Consultant, for the considerations hereinafter set forth, mutually agree as follows

1 Consultant services shall be furnished in accordance with the attached Terms and Conditions for Professional Consulting Services Agreements.

2. Consultant shall assign MICHAEL MULTARI to personally participate in said project

3 Consultant shall perform those services described in the attached "proposal to City of Soledad" and incorporated herein by reference. City shall pay Consultant as compensation in full for time and materials up to, but not to exceed \$29,690.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written

CITY OF SOLEDAD

BY [Signature]

CONSULTANT

By [Signature]

1099 INFORMATION:

Tax Payor ID # 95-3623450

SS# _____

Incorporated Yes No

CITY OF SOLEDAD

TERMS AND CONDITIONS
FOR PROFESSIONAL CONSULTING SERVICES AGREEMENTS

1 DEFINITIONS - "Consultant" shall mean the professional consultant which has entered into the Agreement which by reference is subject to the terms and conditions hereinafter set forth "City" shall mean the City of Soledad, a municipal corporation or the Soledad Redevelopment Agency, a public entity "Agreement" shall mean the purchase order, contract or other written instrument constituting the Agreement between the Consultant and the City.

2 AMENDMENT OF SCOPE OF WORK - City shall have the right to amend the Scope of Work within the Agreement by written notifications to the Consultant In such event, the compensation and time of performance shall be subject to renunciation upon written demand of either party to the Agreement

3. CITY'S RIGHT TO TERMINATE/SUSPEND CONTRACT - At any time and for any reason, City shall have the right to terminate or cancel the agreement, take possession of the Consultant's studies, preliminary drawings, computations and specifications, insofar as they are complete and acceptable to the City, and pay the Consultant such equitable proportion of the total remuneration as the work actually done by the Consultant at the time of such discontinuance bears to the whole of the work required to be done by the Consultant under the terms of this Agreement.

The City, at its sole discretion, may suspend indefinitely or abandon the completion of the project, or any part thereof, and may require the Consultant to suspend the performance of its services. Said right to suspend or abandon shall be without limit or restriction

If the City thereafter should determine to complete the project, the City shall have the privilege of requiring completion of the drawings, specifications and other documents upon compensation of the Consultant

4. ARBITRATION - Unless otherwise mutually agreeable, all claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to the Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect this requirement to arbitration and any agreement or consent to arbitrate entered into in accordance herewith as hereinafter provided, shall be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has

arisen. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim in question would be barred by the applicable statute of limitations

5. EMPLOYMENT PRACTICES - Consultant shall not discriminate in his/her performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex age, or national origin in his employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. The Consultant will comply with the regulations of the Department of transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21)

6. TITLE TO DOCUMENTS - Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement shall be vested in the City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the City without restriction or limitation on their use

7 RECORD OR PERFORMANCE - Consultant shall maintain adequate records of contract performance and make these records available for inspection, audit, and copying by the City during the Contract period and for three (3) years from the date of final payment.

8 ASSIGNMENT - The Agreement shall not be assigned by the Consultant in whole or in part, without written consent of the City

9. PAYMENT - Consultant shall submit itemized monthly statement for work performed City shall make any payment due within thirty (30) days after receipt of such bill therefore. Payment shall not exceed fifty (50%) of total compensation for each task as set forth in the Scope of Work until receipt and acceptance by City staff of each task's work product(s).

10. FEDERAL AND STATE RULES AND REGULATIONS - In the event the Request for Proposal to Provide Professional Consulting Services cites any Federal or State financial assistance involved in the project for which professional services are provided, the Consultant shall have the duty of performing under the Agreement in accordance with applicable Federal and State Laws, rules, and regulations

11. CORRECTION OF WORK - The performance of services 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

12 CONSULTANT'S LIABILITY - The Consultant shall be responsible for all injuries to persons and for all damage to property of the City or to others caused by or resulting from the negligence of the Consultant, his employees, agents, or subcontractors during the progress of or connected with rendition of services here rendered, and shall defend and hold harmless and indemnify the City and all officers and employees of the City from all cost and payments for damages or injuries arising out of the negligence performance of the work of the Consultant or his subcontractor under this Agreement

13. PUBLIC LIABILITY INSURANCE - Consultant shall, at his own expense, take out and keep in force during the continuance of this contract

A A public liability insurance policy, in a company or companies to be approved by the City, to protect the Consultant, his officers, agent, and employees against any liability to the public incident to the work to be performed under this Agreement Said insurance shall be in the amount of not less than \$500,000 to indemnify against the claim of one (1) person, and the amount of not less than \$1,000,000 against their claim of two (2) or more persons resulting from any on accident

B Said policy shall name the City as co-insured and shall insure to the continent liabilities, if any, of the City and the officers, agents, and employees of the City and shall obligate the insurance carriers to notify the City in writing not less than thirty (30) days prior to the cancellation thereof, or any other change affecting the coverage of the policy.

Within thirty (30) days after execution of the contract and prior to the first progress payment, Consultant shall file with City a certificate of insurance

14 WORKER'S COMPENSATION INSURANCE - The Consultant at his own cost and expense is to procure and maintain during the continuance of this contract a policy of worker's compensation or employer's liability insurance for the protection of his employees, including executive, managerial, and supervisory employees, engaged in the work required by this Agreement

15. SUBCONTRACTING - None of the services covered by this contract shall be subcontracted without the prior written consent of the City.

16. COVENANT AGAINST CONTINENT FEES - The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage

fee, gift, or any other consideration, continent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or continent fee.

17. DELAYS AND EXTENSIONS - The Consultant will be granted time extensions for delays beyond the Consultant's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Consultant and the City and shall be approved in writing by the Director of Public Works. In such event, compensation as set forth in a Scope of Work shall be subject to renunciation upon written of either party to the Agreement.

18. CONSULTANT'S ENDORSEMENT - The Consultant will endorse plans, specifications, reports and documents in accordance with applicable portions of the Business and Professions Code of the State of California.

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Principal
and the duly authorized representative of the firm of Crawford
Multari & Starr whose address is 641 Higgins St San Luis
Obispo CA 93401, and that neither the above firm I here
represent nor have I

(a) employed or retained for a commission, percentage, brokerage, continent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement

(b) agreed, as an express or implied condition for obtaining this contract to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement,

except as here expressly stated (if any)

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil

DATE 2-1-93

Multari
SIGNATURE