

RESOLUTION NO. 2227

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
APPLIED DEVELOPMENT ECONOMICS FOR ASSISTANCE
IN PREPARATION OF A BLOCK GRANT
APPLICATION

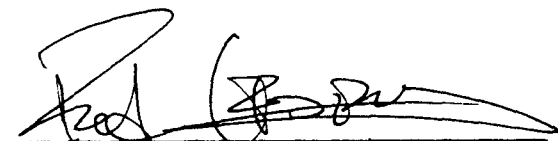
BE IT RESOLVED by the City Council of the City of Soledad that the City Manager be, and is hereby authorized and directed for and on behalf of the City of Soledad, to execute with Applied Development Economics, Sacramento, California, an agreement for assistance in preparation of a Community Development Block Grant Application, a copy of which is hereunto attached, marked "Exhibit A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 8th day of March, 1993, by the following vote.

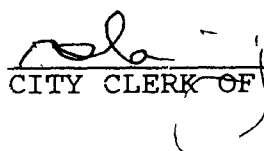
AYES, and in favor thereof, Councilmembers: Ben Jimenez, Jr., Richard Ortiz, Mayor Pro Tem Fabian Barrera, Mayor Fred Ledesma

NOES, Councilmembers: None

ABSENT, Councilmembers. John Holguin


MAYOR OF THE CITY OF SOLEDAD

ATTEST·


CITY CLERK OF THE CITY OF SOLEDAD

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is made between Applied Development Economics, Inc. located at 3254 Adeline Street, Berkeley, California, 94703 and 1010 F Street, Suite 400, Sacramento, California, 95814 ("Consultant") and the City of Soledad ("Client"),

In consideration of the premises and covenants set forth below, the parties agree as follows.

1 Consulting Services. (a) Consultant agrees, during the term of this Agreement, to perform the consulting services set forth in Attachment A, relating to the preparation of an application for funds to the California Department of Housing and Community Development.

In addition to the services described in Attachment A, the parties may from time to time agree in writing during the term of this Agreement that Consultant shall perform additional services in connection with the report or project. Such additional services may include, but are not limited to,

- (i) changes in the services set forth in Attachment A because of design changes in the project or program being assessed,
- (ii) additional research and analysis in addition to the requirements set forth in Attachment A, attendance by Consultant at any additional meetings or public hearings concerning the report beyond those described in Attachment A. It is understood that the cost of any such additional services is not included in the amount of compensation set forth in this contract.

2. Duties of Client. In order to permit Consultant to render the services required hereunder, Client shall, at its expense and in a timely manner,

- (i) provide such information concerning the Project as Consultant may require from time to time to enable Consultant to undertake the analysis and evaluation called for in Attachment A,
- (ii) promptly inform Consultant of any pending or confirmed changes in the design of the Project,
- (iii) promptly review any and all documents and materials submitted to Client by Consultant in order to avoid unreasonable delays in the progress of Consultant's services, and
- (iv) promptly notify Consultant of any fault or defect in the performance of Consultant's services hereunder

3. Personnel. Consultant agrees that it will employ, at its own expense, all personnel reasonably necessary in its discretion to perform the services required by this Agreement and in no event shall such personnel be the employees of Client.

4. Compensation. Client shall pay to Consultant an amount not to exceed Seven Thousand Dollars (\$7,000) as consideration for the performance of the services set forth in Attachment A.

- (i) Consultant shall submit to Client monthly invoices describing in reasonable and understandable detail the services rendered, and fees charged by Consultant during the previous month in accordance with the Consultant's standard billing rates. The first invoice will be submitted on ~~February~~ ^{March} 1, 1993 for work completed during the month of ~~January~~ ^{March}.
- (ii) Payments are due thirty (30) days from the date of the Consultant's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the principal place of business of the Consultant. Consultant retains the right to stop work if payments are not made in a timely manner.

5. Reimbursable Expenses. Included in the compensation discussed above Client will reimburse Consultant for all project direct expenses. Reimbursable expenses are include in the compensation discussed above and may include:

- o Expense of transportation in connection with authorized out-of-town travel for the Project; this includes overnight stay, out-of-town meals, and transportation to and from airports.
- o Expense of long distance communications, special data purchases, and postage and handling of documents.

6. Time of Performance. Consultant shall commence the performance of its services under this Agreement as of the date set forth herein and shall diligently proceed therewith.

7. Term. The term of this Agreement shall commence as of the date set forth herein and shall continue until the earliest to occur of the following:

- (i) The date on which Consultant completes the services described in Attachment A, or
- (ii) Five working days after written notice by either party of substantial failure by the other party to fulfill its obligations under this Agreement in a timely manner and through no fault of the terminating party
- (iii) If this Agreement is terminated prior to the completion of Consultant's work, Consultant shall be entitled to compensation for all services performed and costs

incurred hereunder through and including the date of termination.

8. Ownership of Documents. Consultant agrees to return to Client upon termination of this Agreement all documents, drawings, or other graphic material received from Client and used by Consultant in the performance of the services hereunder. In the event of termination, reproducible copies of all finished or unfinished documents, data, studies, surveys, maps, photographs and reports shall become the property of Client and may be supplied to Client as requested.

9. Litigation. In the event that either party brings an action under this Agreement for the breach or enforcement hereof, or must incur any collection expenses for any amounts due hereunder the prevailing party in such action shall be entitled to its costs including reasonable attorney's fees, whether or not such action is prosecuted to judgement.

10. Notices. Any notice or demand given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified, and addressed to the parties as set forth above. Any notice so delivered personally shall be deemed received on the date of delivery and any notice so mailed shall be deemed received five days after the date mailed.

11. Modification. No alteration, modification or termination of this Agreement shall be valid unless made in writing.

12. Assignment. Neither party shall assign, transfer or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the parties hereto.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

14. Severability. If any term, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

15 Entire Agreement. This Agreement sets forth the entire understanding between the parties as to the subject matter of this agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day and date below written.

"City of Soledad"

"Consultant"

Applied Development Economics

By [Signature]
City of Soledad

By [Signature]
Jim King, President

Date 3/1/93

Date 1/4/93

APPENDIX A SCOPE OF SERVICES

Preparation of an application for funds from the Community Development Block Grant economic development program. The application is a request to fund a portion of the costs of installing publicly owned infrastructure to the Los Coches Adobe site in order that private development may proceed.

Application to be submitted during the 1993 application year Preferred application submission date is no later than September 1, 1993 Completion of the application for submission is dependent upon information being provided to the Consultant by the developer and/or tenants, as well as the City

Services to include:

- Up to three site visits if necessary
- Meeting(s)/phone conversations with city staff, developer, engineer, CDBG staff.
- Advising developer, city staff of information needed and format.
- Reviewing information and incorporating it into application appropriately
- Preparation and submission of the final grant application.
- Followup during review stages.*

* Depending upon the consultant time required during application preparation, and the amount of time required in the review stages, Consultant may not have time available for the review stages. If so, Consultant will notify the City and determine with City how best to proceed. Options include Consultant concluding its work and City doing review followup, Consultant to continue the work with additional funds being added to the contract limit, or Consultant and City sharing followup work load to extent funds available.