

**RESOLUTION NO. 4262**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT  
WITH NOYES RESEARCH CONSULTING TO PROVIDE ORGANIZATIONAL,  
RESEARCH, DEVELOPMENT AND GRANT WRITING SERVICES FOR LOS  
COCHES ADOBE IN AN AMOUNT NOT TO EXCEED \$35,000**

**WHEREAS**, in 1968, the State of California deeded the property on which the Los Coches Adobe is located to the City of Soledad, and subsequently, the property was annexed to the City of Soledad; and

**WHEREAS**, the City of Soledad desires to restore the Los Coches Adobe; and

**WHEREAS**, on August 16, 2006 the City contracted with Noyes Research Consulting ("NRC") to provide organizational, research and development services for the Los Coches Adobe Project; and

**WHEREAS**, it is recommended that the City enter into a new agreement with NRC for two (2) years to continue the preliminary strategies for the rehabilitation of the Adobe for a not-to-exceed amount of \$35,000, which was included in the Fiscal Year 2008-2009 Planning and Development Budget.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Soledad that the City Manager, or her designee, is hereby authorized to execute a standard professional service contract, attached as "Exhibit A," with Noyes Research Consulting for organizational, research and development services concerning the rehabilitation of the Los Coches Adobe subject to minor modification and subsequent approval by the City Attorney, in an amount not to exceed \$35,000.

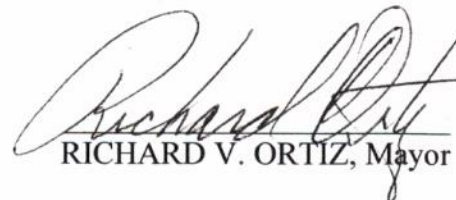
**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Soledad duly held on the 16th day of July 2008, by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Patricia Stephens, Mayor Pro Tem Christopher Bourke, Mayor Richard Ortiz

NOES, Councilmembers: None

ABSENT, Councilmembers: None

ABSTAIN, Councilmembers: None

  
RICHARD V. ORTIZ, Mayor

ATTEST:

  
ADELA P. GONZALEZ, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SOLEDAD AND  
Noyes Research Consulting**

THIS AGREEMENT for consulting services is made by and between the City of Soledad ("City") and **Noyes Research Consulting** ("Consultant") (together referred to as the "Parties") as of **July 16, 2008** (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **July 16, 2010**, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform pursuant to this Agreement according to the standards of the profession in which Consultant is engaged pursuant to this Agreement according to the standards of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign personnel to perform services pursuant to this Agreement. In the time during the term of this Agreement, desiring to assign any such persons, Consultant shall, immediately upon receiving the City's written approval of such desire of City, reassign such person or persons. *Need signed agreement from Miriam 7/24*
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.
- 1.5 **Public Works Requirements.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute as public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the Labor Code applicable to public works, to the extent set forth in Exhibit B.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed **Thirty Five Thousand Dollars and 00/100 (\$35,000)**, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.