

**RESOLUTION NO. 4429**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
APPROVING A CONTRACT FOR PROFESSIONAL SERVICES WITH  
METROPOLITAN PLANNING GROUP IN AN AMOUNT NOT TO EXCEED \$60,000  
FOR FIFTY PERCENT PREPARATION OF A COMPREHENSIVE ZONING  
ORDINANCE UPDATE**

**WHEREAS**, the City has a need to contract for consulting services relating, assisting city staff in updating its municipal zoning ordinance; and

**WHEREAS**, in order to successfully complete the municipal zoning ordinance update, Metropolitan Planning Group has assembled a qualified team of experts in the field with sufficient knowledge of California municipal planning and zoning development codes and legislation, having previously reviewed the City's ordinance and incomplete 2006 update. In addition, the update shall:

- Effectively correlate zoning ordinance provisions with the General Plan policies and standards, including applicable Housing Element programs;
- Incorporate an easy to read/use and understandable format with a state-of-the-art zoning district structure, format and supporting tables and graphics;
- Confirm the usefulness of each zoning district, including types, use of possible overlays and combining districts;
- Include clear development standards, specifications, graphics and presentation;
- Incorporate the recently approved sign regulations, and Historic Resource Ordinance;
- Provide a new "Business Park" type zoning district for properties on Los Coches Drive;
- Attain compliance with applicable State policies and regulations, such as Child Day Care, Density Bonus Law, Second Dwelling Units, Sustainability and Renewable Energy (wind, solar);
- Bring the City of Soledad's development regulations into the 21st Century; and

**WHEREAS**, the FY 09-10 approved City budget identifies the Zoning Ordinance update and contract amount, due to the high level of importance the Soledad Municipal Zoning Ordinance has on the City's ability to attract and retain business, employment, and housing opportunities; and

**WHEREAS**, the Zoning Ordinance update will include efficiencies, and legal effectiveness will aid the City in carrying out its numerous budgeted planning and economic development objectives; and

**WHEREAS**, \$60,000 funding for the Contract will be paid entirely from the General Fund.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the CITY Council of the City of Soledad that the City Manager is hereby authorized to execute a standard professional services contract, attached as "Exhibit A" with Metropolitan Planning Group for professional services to complete the City of Soledad Municipal Zoning Ordinance update, subject to minor modification and subsequent approval by the City Attorney. Fifty percent of the funding for contractual services shall be drawn from the General Fund Budget; Account No. 100-5150-3003.

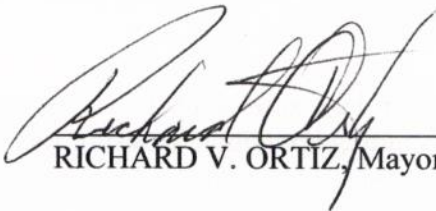
**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting duly held on the 7<sup>th</sup> day of October, 2009, by the following vote:

AYES, and in favor thereof, Councilmembers: Richard J. Perez, Juan Saavedra, Patricia Stephens, Mayor Pro Tem Martha Camacho, Mayor Richard Ortiz

NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None

  
RICHARD V. ORTIZ, Mayor

ATTEST:

  
ADELA P. GONZALEZ, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SOLEDAD AND  
METROPOLITAN PLANNING GROUP**

THIS AGREEMENT for consulting services is made by and between the, **City of Soledad** ("City") and **Metropolitan Planning Group** ("Consultant") (together referred to as the "Parties") as of **October 7, 2009** (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 **March 30, 2011**, 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 all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 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.**

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**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed One-hundred Nineteen Thousand Seven Hundred Forty-six Dollars (\$119,746.00), 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.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
  - The beginning and ending dates of the billing period;
  - A Task/Budget Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
  - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
  - The Consultant's signature;
  - Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.
- 2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 **Hourly Fees.** Hourly fees are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work

hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident.

In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

- 4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

- 4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

- 4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an occurrence basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered 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 Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

#### 4.3 Professional Liability Insurance.

- 4.3.1 **General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2 **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:
- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
  - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.
  - d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

#### 4.4 All Policies Requirements.

- 4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.
- 4.4.3 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. 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, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4.4.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.
- 4.4.6 **Subcontractors.** Consultant 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.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

#### **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnities.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City/City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

#### **Section 6. STATUS OF CONSULTANT.**

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
  - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Monterey or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.
- Consultant may cancel this Agreement upon 90 days' written notice to City and shall include in such notice the reasons for cancellation.
- In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.
- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance

- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Adela P. Gonzalez, Executive Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

- 10.10 **Notices.** Any written notice to Consultant shall be sent to:

Whitney McNair, Principal  
Metropolitan Planning Group  
579 Clyde Avenue Suite 340  
Mountain View, CA 94043

Any written notice to City shall be sent to:

Adela P. Gonzalez, City Manager/Executive Director  
City of Soledad/Soledad Redevelopment Agency  
248 Main Street  
Soledad, CA 93960

- 10.11 **Professional Seal.**

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- 10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as **Exhibits A,** represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

Soledad, CA 93960

10.11 **Professional Seal.**

(INTENTIONALLY LEFT BLANK)

10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as **Exhibits A,** represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

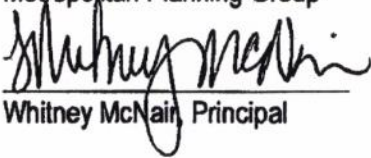
10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY  
City of Soledad

\_\_\_\_\_  
Adela P. Gonzalez, City Manager

CONSULTANT  
Metropolitan Planning Group

  
\_\_\_\_\_  
Whitney McNair, Principal

Attest:

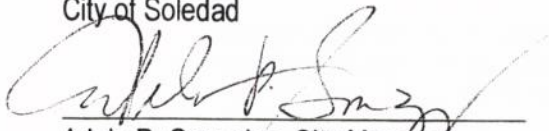
\_\_\_\_\_  
Adela P. Gonzalez, Secretary

Approved as to Form:

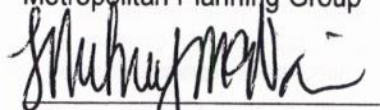
\_\_\_\_\_  
Michael Rodriguez, City Attorney

The Parties have executed this Agreement as of the Effective Date.

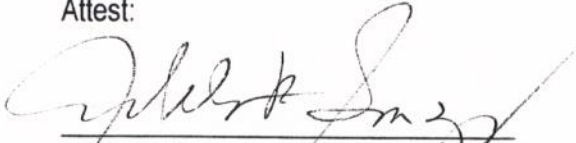
CITY  
City of Soledad

  
Adela P. Gonzalez, City Manager


CONSULTANT  
Metropolitan Planning Group

  
Whitney McNair, Principal

Attest:

  
Adela P. Gonzalez, Secretary

Approved as to Form:

  
Michael Rodriguez, City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**METROPOLITAN PLANNING GROUP**

***PHASE 1 – PROJECT MANAGEMENT AND STAFF MEETINGS***

This task provides for project management time to keep the program on schedule and budget, as well as staff meetings throughout the course of the work program.

***Task 1.1 – Scope Refinement and Initial Strategy Meeting***

We will meet with City staff to confirm objectives for the Zoning Ordinance Update work program, to finalize the public engagement tasks, and to define how recently adopted land use policies will be reflected in the updated Zoning Ordinance. We will also discuss problems and issues associated with present land use and development regulations (including regulatory topics that need attention but are not fully addressed in the current ordinances), and we will review and discuss the document style, format, and organization alternatives. Our team will also explore options for adding standards that have long been standing City policy but never codified, and clarify the intent of certain sections to avoid future confusion or differences in interpretation.

After initial discussions with staff, especially the public counter staff, we will prepare a list of inconsistencies and confusing provisions in the current Zoning Ordinance. This list will be helpful in defining City staff's objectives and desires for amending the regulations, and for defining the work scope.

As part of this meeting, we will review with staff the Soledad Municipal Code as a whole to identify other provisions that should be included in the Zoning Ordinance Update, or that will at least need to be understood, and possibly referenced, so that no conflicts occur with the Zoning Ordinance provisions. We will produce a final work scope and budget that reflects these discussions.

***Task 1.2 – Project Team Meetings***

Throughout the course of the work program, we will meet with City staff via teleconference to discuss policy options and preferred direction and to review draft work products. Our budget includes an allowance for staff meetings that we feel is appropriate for accomplishment of the work described in this proposal. If additional time is required beyond this allowance, we will bill for additional meeting time on a reimbursable basis with prior authorization from City staff.

***Task 1.3 – Project Management***

The purpose of this subtask is to ensure a consistent basis for project management, including contract administration, invoicing, progress reporting, scheduling, and the timely delivery of products and services. Julie Moloney, the project manager will maintain regular contact with the

City's designated staff member to monitor and review project progress and results.

**Meetings:**

- Scope Refinement and Initial Strategy Meeting
- Staff Meetings (allowance)

**Work Products:**

- Revised work scope and budget
- Monthly progress reports with invoices

## ***PHASE 2 – PUBLIC OUTREACH AND PUBLIC MEETINGS***

### ***Task 2.1 – Public Workshops***

As part of the scope refinement task (1.1), we will work with the City to design an effective program for obtaining informed public input for preparation of the Zoning Ordinance Update. All the materials and information collected at the previously held meetings and workshops will be reviewed.

The consultant team is proposing that the City staff hold public workshops to address the following ordinance revisions:

- Revisions to Commercial and Industrial Districts;
- General and Special Development Standards and Administrative Procedures and
- Any proposed major revisions to the Residential Districts.

### ***Task 2.2 – Stakeholders Meeting***

The Stakeholders meeting would consist of individuals and members of the development and business communities and interest groups identified by the City staff as key contacts within the City who can help identify issues of public interest and concern relative to the City's development regulations and development review processes. Persons or groups who may be included are local builder groups, commercial and industrial property developers, and business owners, neighborhood groups, the Chamber of Commerce, and community representatives. Staff is holding a stakeholders meeting regarding the proposed industrial zoning changes, which M-Group staff will supplement.

### ***Task 2.3 – Joint Planning Commission and City Council Study Session***

To identify issues and concerns of City policy makers, we propose joint Planning Commission and City Council study session at the time of drafting the Zoning Ordinance. This will give the Planning Commission and City Council and opportunity to review the draft document at the earliest stage and provide comments and revisions to staff and the consultant.

### ***Task 2.4 – Public Workshop on the Public Review Draft Zoning Ordinance Update***

Prior to formal public hearings on the Draft Zoning Ordinance, we will conduct one public workshop to solicit feedback on the draft Zoning Ordinance Update. This will be an informal workshop that will allow the consultant team and City staff to present the draft Zoning

Ordinance Update to the public, to highlight key revisions and new provisions, to describe development review processes, and otherwise review important sections of the Zoning Ordinance.

Note: Any of the study sessions, meetings, or interviews identified within this task could be conducted on a Saturday in order to provide a less hectic and more informal environment for the attendees. Our experience supports the finding that this can result in very productive meetings.

#### Meetings

- Stakeholder Meeting
- Joint City Council/Planning Commission Study Session
- Public Workshop

#### Work Products

- Summary of results from Stakeholder meetings and Public Workshop
- Materials for study sessions

## ***PHASE 3 – REVIEW OF THE MAY 2006 DRAFT ZONING ORDINANCE UPDATE***

### ***Task 3.1 - Review General Plan, Current and Draft Zoning Ordinance for Background material & Context***

The consultant team will be conducting meetings with staff and a joint study sessions; reviewing the list of identified problems with the current ordinances; conducting an in-depth review of the Zoning Ordinance and relevant planning programs as well as other development regulations in Soledad. Based upon those results, the consultant team will review the current draft Zoning Ordinance Update and prepare an annotated outline of how we propose to address issues in the Zoning Ordinance Update. Identification of deficiencies and improvements within the most recent version of the 2006 draft document and opportunities for further improvement to the draft will be identified. This diagnosis will identify existing deficiencies in the existing ordinance and the 2006 draft, the revisions deemed necessary to correct any deficiencies, and where the revisions will be addressed in the comprehensive Zoning Ordinance Update.

The consultant team will prepare the diagnosis in a matrix format. The matrix can be used to track revisions to the existing Zoning Ordinances during the draft stages and is intended to assist in the preparation of staff report(s) when the Zoning Ordinance Update goes through the public review and adoption process. It is expected that the diagnosis matrix will undergo significant revision prior to project completion. As part of this task, we will also prepare a recommended style and formatting sheet and standard chapter format. We will conference call with staff to review the diagnosis/outline and style and formatting sheet.

#### Meetings

- Teleconference to review Diagnosis Matrix and Style Sheet  
Work Products
- Diagnosis of Zoning Ordinance (electronic version provided)

## **PHASE 4 – PREPARE ADMINISTRATIVE DRAFT ZONING ORDINANCE**

This task includes the subtasks necessary to prepare the various review drafts of the Zoning Ordinance Update to the point of review by the Planning Commission and adoption by the City Council. The Administrative Draft Zoning Ordinance Update will be prepared in individual articles and provided to staff in this manner to allow for timely, focused feedback.

### **Task 4.1 – Format and Outline**

Based on the input received from staff, the consultant team will revise the annotated outline, style sheet, and sample chapter format to illustrate the intended format and style of the Zoning Ordinance Update. The revised outline will form the basis for the comprehensive update. Any substantial deviations from this outline later directed by staff will be considered a change in scope potentially requiring a scope and budget adjustment.

### **Task 4.2 – Administrative Draft Zoning Ordinance Update**

This task involves preparing the administrative draft of all articles of the Zoning Ordinance Update. We anticipate that the Zoning Ordinance Update will, at a minimum, address the following:

#### **Task 4.2.1 – Zoning District Provisions and Definitions**

The team will draft the chapters of the Zoning Ordinance Update containing purpose statements for each proposed zoning district, regulations applicable in specific zoning districts, and definitions applicable to land uses and development standards. At a minimum, these chapters will address the following:

- Incorporation of a use classification system that clearly identifies all allowed uses, using basic categories of land uses rather than a lengthy list of allowed uses. We will use the provisions of the General Plan Land Use Element to provide guidance, supplemented by our research during initial stages of the work program.
- The types of ministerial or discretionary land use approvals required for each land use will be provided in table format with the allowed uses.
- Zone-driven development standards (aka “building envelope standards”) for each zoning district (e.g., height limitations, setback requirements, site coverage limitations, etc.), will be organized in tables.

As necessary, we will consolidate existing zoning districts and create new ones to respond to the new General Plan land use categories, and we will revise development standards to reflect General Plan policy. In particular, we propose to:

- Make revisions to and update the Commercial districts reflective of the General Plan policies;
- Incorporate the recently approved Historic Resource Ordinance;
- Insertion of new ordinance sections or revisions in response to new or upcoming

State mandates;

- Incorporate standards and procedures relative to the expansion areas/Specific Plan areas.

In addition, the M Group will review and edit the drafts of the new "Industrial Business Park" zoning district for properties on Los Coches Drive and proposed revisions to the existing industrial district prepared by City staff if such work is undertaken separately from the greater zoning update.

The 2005 General Plan Update includes a unique land use designation: Expansion Areas/Specific Plan areas. The expansion areas identified are:

Northwest Expansion Area,  
North Entry Commercial,  
San Vincente West,  
Mirassou specific plan area and  
Miravale II expansion area.

In addition, the City's Redevelopment Agency is proposing to update the Downtown Specific Plan as part of the downtown strategy. It is envisioned that the new zoning would occur in and around the Downtown area to accommodate a Transit Oriented District (TOD) and Mixed-Use Commercial/Office/Residential areas, and potentially, a new transit station.

The consultant team will closely work with Staff and the City's Redevelopment Agency to ensure that the Zoning Ordinance Update does not hinder the goals/policies anticipated in the preparation of the Specific Plans and facilitates the timely redevelopment of the Downtown area. If needed, the consultant team will work with Staff to incorporate respective overlay/combining zones for each of the expansion/specific plan areas.

#### **Task 4.2.2 – Sustainability and "Green" Building Principles**

The City has stated its desire to incorporate reasonable sustainability principles and "green" building concepts into the Zoning Ordinance Update. This approach to planning and development has a spectrum of options; depending on what shade of "green" the City wishes to be. For this work program, we recommend a modest approach, based on the City's objectives to put new zoning regulations in place relatively quickly. Developing a comprehensively green building approach would involve significantly more outreach, research, and policy considerations than we understand the City is currently interested in undertaking. Also, a comprehensive green approach would involve revisions to the City's Building Code.

Based on direction we receive during the initial outreach, we will incorporate sustainability principles and standards that focus on solar orientation, reduce greenhouse gas emissions, use of permeable hardscapes, landscape options, and choice of building materials. The City may consider providing incentives for "green" development strategies, such as increased densities or intensities. As part of the scope refinement task (1.1), the consultant team will discuss with the City as to how far along the green spectrum the City wishes to go in the Zoning Ordinance Update.

### **Task 4.2.3 – General Development and Specific Use Standards**

The team will draft the chapters of the Zoning Ordinance Update containing regulations that apply in multiple zones and possibly overlay/combining districts, and regulations that apply to specific land uses. At a minimum, the chapters will address the following:

- The general applicability of standards including, but not limited to, height limits and exceptions, measurement standards, and setbacks and allowed encroachments.
- Standards for off-street parking and loading facilities and landscaping requirements.
- Incorporation of the recently approved sign standards.
- Standards that address affordable housing and density bonus incentives.
- Standards for fences and walls, outdoor lighting, and screening and buffering.
- Standards for specific land uses that will apply regardless of the zoning district in which the uses are located (e.g., child care facilities, telecommunications facilities, adult businesses, etc.).

### **Task 4.2.4 – Administrative Provisions**

The team will draft the chapters of the Zoning Ordinance Update containing administration and permit filing/processing procedures. At a minimum, these chapters will address the following:

- Purpose and adoption of the Zoning Ordinance Update, applicability, responsibility and authority for its administration, interpretation procedures, and provisions addressing pipeline applications (applications deemed complete but not yet approved that might be affected by a Ordinance amendment).
- Definition of the roles of each project review entity, including the Community Development Director, Planning Commission, City Council, and any other pertinent bodies.
- Administrative procedures for discretionary use permits, establishment of an administrative adjustment process, site plan and design review, development agreements, specific plans, appeals, nonconforming use/structure provisions, zoning map changes, Zoning Ordinance and General Plan amendments.

### **Meetings**

- Teleconference with City staff to discuss issues and review draft materials (for both administrative and preliminary drafts)

#### Work Products

- Administrative Draft (electronic version provided)

### ***Task 4.3 - Preliminary Draft Zoning Ordinance Update***

This task will include revisions to the contents of the Administrative Draft Zoning Ordinance based on staff input; the creation of a detailed table of contents; and the addition of graphics and illustrations where needed.

Graphics will be used throughout the Zoning Ordinance Update wherever they may assist users in visualizing the meaning and applicability of development standards, or otherwise improve understanding or ease of use.

Following staff's review of the Preliminary Draft, the team will meet or conference call with staff to review comments.

#### Work Products

- Preliminary Draft (electronic version provided)

## ***PHASE 5 – PUBLIC REVIEW DRAFT ZONING ORDINANCE***

### ***Task 5.1 - Public Review Draft Zoning Ordinance Preparation***

A Public Review Draft Zoning Ordinance Update will be prepared to incorporate final staff comments on the Preliminary Draft. This is the version that will be available at the public hearings and for the joint Planning Commission/City Council study session and public workshops.

In addition to providing the entire draft Zoning Ordinance Update to the City in printed paper format and Microsoft Word digital format, we will prepare a PDF version suitable for posting on the City's website.

#### Meetings

- One meeting (teleconference or face-to-face) with Staff to discuss revisions

#### Work Products

- Public Review Draft Zoning Ordinance (electronic version provided)

## ***PHASE 6 – CEQA DOCUMENTATION***

### ***Task 6.1 – Prepare Initial Study and Negative Declaration***

Per CEQA, adoption of or an amendment to the Zoning Ordinance is considered a "project", and environmental review will be required as part of this project component. Because the Zoning Ordinance Update will implement land use policy examined in the recent General Plan EIR, we anticipate preparing either a Consistency Finding or a Negative Declaration/Mitigated Negative Declaration. We have budgeted for CEQA compliance assuming this level of review, tiering upon

the General Plan EIR. If the City decides that an EIR is required for the Update project, the preparation of an EIR is beyond the scope and budget of this Update project.

#### **Work Products**

- Administrative draft CEQA documentation (electronic version provided)
- Consistency Findings or (Mitigated) Negative Declaration for public review (electronic version provided)
- Final CEQA documentation for public hearings (electronic version provided)

## ***PHASE 7 – PUBLIC REVIEW AND ADOPTION***

### ***Task 7.1 – Assist Staff with Staff Reports and Documentation***

Pursuant to discussions with staff, it is assumed that City staff will prepare all staff reports.

### ***Task 7.2 – Planning Commission and City Council Public Hearings for Adoption***

This task involves the conduct of public hearings. We have budgeted for one Planning Commission hearing and one City Council hearing. We are available to attend additional hearings on a reimbursable basis.

#### **Meetings**

- Planning Commission hearing
- City Council hearing

#### **Work Products**

- Hearing presentation materials

## ***PHASE 8 – SCREENCHECK AND FINAL ZONING ORDINANCE UPDATE***

### ***Task 8.1 – Screencheck of Zoning Ordinance Update***

After the final City Council hearing on the Zoning Ordinance Update and before its effective date, we will prepare a final version to incorporate all changes made by the City Council. We will provide a screencheck version so that City staff can verify that the document accurately incorporates all changes approved by the City Council during the adoption process. Because we cannot anticipate the scope of changes to be directed by the City Council, M Group's budget includes a specific allowance for this task. Any work required beyond this allowance will be billed on a time-and-materials basis with prior authorization from the City.

### ***Task 8.2 – Final Zoning Ordinance Update***

We will prepare the final Zoning Ordinance Update for delivery to the City for codification and publication. The team will provide a reproducible camera-ready copy of the adopted document and an electronic copy in Microsoft Word software.

**Meetings**

- Meeting or conference call with staff to review final changes

**Work Products**

- Screencheck Final Zoning Ordinance Update (electronic version provided)
- Final Development Code (electronic version provided)

**COST PROPOSAL - COMPREHENSIVE**

CLIENT: CITY OF SOLEDAD DATE: October 13, 2009  
 PROJECT: ZONING ORDINANCE UPDATE

Task Number / Description	Hourly Billing Rate	Consulting Planner - Bruce Jacobson	Principal in Charge - Whitney McClair	Project Manager - Jillie Moloney	Assistant Planner - /Graphics	Subtotal	Clerical	Subtotal	Hours	Labour Cost
<b>PHASE 1 - PROJECT MANAGEMENT &amp; STAFF MEETINGS</b>										
1.1 Scope Refinement & Initial Strategy Meetings		8	8	8	0	\$ 3,040	-	\$ 3,040	24	\$ 3,040
1.2 Project Team Meetings (Conference Calls and face-to-face when necessary)		24	10	24	4	\$ 7,460	-	\$ 7,460	62	\$ 7,460
1.3 Project Management		0	20	20	0	\$ 4,600	-	\$ 4,600	40	\$ 4,600
<b>PHASE 2 - PUBLIC OUTREACH &amp; PUBLIC MEETINGS</b>										
2.1 Public Workshops (to be handled by staff)		0	0	0	0	\$ -	-	\$ -	-	\$ -
2.2 Stakeholders Meetings (1 for Industrial stakeholders, commercial stakeholders in contingency)		0	4	0	0	\$ 560	-	\$ 560	4	\$ 560
2.3 Joint PC and City Council Study Sessions (1 at time of draft)		8	4	8	4	\$ 2,780	-	\$ 2,780	24	\$ 2,780
2.4 Public Workshop on the public review draft Zoning Code (1)		8	8	8	8	\$ 3,640	-	\$ 3,640	32	\$ 3,640
<b>PHASE 3 - DOCUMENT REVIEW</b>										
3.1 Review General Plan, Current and Draft Zoning Ordinance for Background Material & Context.		24	16	24	0	\$ 8,000	-	\$ 8,000	64	\$ 8,000
<b>PHASE 4 - PREPARE ADMIN DRAFT ZONING CODE</b>										
4.1 Format and Outline		16	4	12	0	\$ 4,040	-	\$ 4,040	32	\$ 4,040
4.2 Administrative Draft Zoning Ordinance		32	0	32	8	\$ 8,280	-	\$ 8,280	72	\$ 8,280
4.2.1 - Zoning District Provisions & Definitions		16	6	24	8	\$ 6,000	-	\$ 6,000	54	\$ 6,000
4.2.2 - Sustainability & Green Building Principles		40	0	40	4	\$ 7,020	-	\$ 7,020	52	\$ 7,020
4.2.3 - General Development and Specific Use Standards		32	6	16	8	\$ 7,680	-	\$ 7,680	62	\$ 7,680
4.2.4 - Administrative Provisions		32	8	24	16	\$ 9,280	20	\$ 1,200	100	\$ 10,480
4.3 Preliminary Draft		32	8	24	16	\$ 9,280	20	\$ 1,200	100	\$ 10,480
<b>PHASE 5 - PUBLIC REVIEW DRAFT ZONING CODE</b>										
5.1 Public Review Draft Zoning Code Preparation		32	4	32	24	\$ 10,040	-	\$ 10,040	92	\$ 10,040
<b>PHASE 6 - CEQA DOCUMENTATION</b>										
6.1 Prepare Initial Study and Negative Declaration		0	8	24	24	\$ 5,080	-	\$ 5,080	56	\$ 5,080
<b>PHASE 7 - PUBLIC REVIEW &amp; ADOPTION</b>										
7.1 Assist Staff with Staff Reports and Documentation		0	0	0	0	\$ -	-	\$ -	-	\$ -
7.2 PC and City Council Public Hearings for Adoption (2 hearings)		12	4	8	0	\$ 3,080	-	\$ 3,080	24	\$ 3,080
<b>PHASE 8 - SCREENCHECK &amp; FINAL ZONING CODE</b>										
8.1 Screencheck of Zoning Code (Allowance)		24	4	24	0	\$ 6,320	-	\$ 6,320	52	\$ 6,320
8.2 Final Zoning Code		12	4	8	0	\$ 3,080	-	\$ 3,080	24	\$ 3,080
<b>TRAVEL EXPENSE (For travel up to 7 meetings for B. Jacobson)</b>										
<b>Base Cost</b>										<b>\$ 108,860</b>
<b>CONTINGENCY FUNDS</b>										
Ten Percent Contingency										\$ 10,886
Includes additional stakeholder meetings and study sessions as necessary, additional editing, and other unforeseen costs										
<b>Total Cost with Contingency</b>		<b>336</b>	<b>122</b>	<b>316</b>	<b>108</b>		<b>44</b>			<b>\$ 119,746</b>
<b>COMPREHENSIVE ZONING UPDATE</b>										
<b>TOTAL ALLOCATED FUNDS \$ 120,000</b>										

**NOTES**

- The consultant team reserves the right to re-allocate hours as necessary but within the total budget.
- Cost Proposal is for a Fixed Price Contract with monthly invoicing based on hours spent and/or task completion.
- M-Group will not use contingency funds without prior Staff approval.

Jacobson & Wack



METROPOLITAN PLANNING GROUP

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/30/2009

**PRODUCER** Western Benefit Solutions  
675 N. First Street  
Suite # 150  
San Jose, Ca 95112  
Phone: (408) 278-8355  
Fax: (408) 521-3348

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED** Metropolitan Planning Group Inc  
Geoff Bradley  
579 Clyde Ave. Suite# 340  
Mountain View, CA 94043

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Hartford	
INSURER B: Employer Insurance	
INSURER C: CNA	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR / ADD'L TR / INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS												
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57SBA UY7766	10/13/2009	10/13/2010	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000												
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57SBA UY7766	10/13/2009	10/13/2010	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$												
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$												
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	SA81 0409 26575	4/9/2009	4/9/2010	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">WC STATU-TORY LIMITS</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$1,000,000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE - EA EMPLOYEE		\$1,000,000	E.L. DISEASE - POLICY LIMIT		\$1,000,000
	WC STATU-TORY LIMITS	OTH-ER															
	E.L. EACH ACCIDENT		\$1,000,000														
E.L. DISEASE - EA EMPLOYEE		\$1,000,000															
E.L. DISEASE - POLICY LIMIT		\$1,000,000															
<b>OTHER E&amp;O</b> Prof. Liability	MCA288265324	4/9/2009	4/9/2010	Per Claim 1,000,000 Aggregate 1,000,000													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Those usual to the insured's operations. The City of Soledad listed as additionally insured per the business liability Coverage form SS0008, attached to the general liability policy.

**CERTIFICATE HOLDER**

City of Soledad  
248 Main Street  
Soledad, CA 93960

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Johnny Khamis Khamis

**RESOLUTION NO. 4429**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
APPROVING A CONTRACT FOR PROFESSIONAL SERVICES WITH  
METROPOLITAN PLANNING GROUP IN AN AMOUNT NOT TO EXCEED \$60,000  
FOR FIFTY PERCENT PREPARATION OF A COMPREHENSIVE ZONING  
ORDINANCE UPDATE**

**WHEREAS**, the City has a need to contract for consulting services relating, assisting city staff in updating its municipal zoning ordinance; and

**WHEREAS**, in order to successfully complete the municipal zoning ordinance update, Metropolitan Planning Group has assembled a qualified team of experts in the field with sufficient knowledge of California municipal planning and zoning development codes and legislation, having previously reviewed the City's ordinance and incomplete 2006 update. In addition, the update shall:

- Effectively correlate zoning ordinance provisions with the General Plan policies and standards, including applicable Housing Element programs;
- Incorporate an easy to read/use and understandable format with a state-of-the-art zoning district structure, format and supporting tables and graphics;
- Confirm the usefulness of each zoning district, including types, use of possible overlays and combining districts;
- Include clear development standards, specifications, graphics and presentation;
- Incorporate the recently approved sign regulations, and Historic Resource Ordinance;
- Provide a new "Business Park" type zoning district for properties on Los Coches Drive;
- Attain compliance with applicable State policies and regulations, such as Child Day Care, Density Bonus Law, Second Dwelling Units, Sustainability and Renewable Energy (wind, solar);
- Bring the City of Soledad's development regulations into the 21st Century; and

**WHEREAS**, the FY 09-10 approved City budget identifies the Zoning Ordinance update and contract amount, due to the high level of importance the Soledad Municipal Zoning Ordinance has on the City's ability to attract and retain business, employment, and housing opportunities; and

**WHEREAS**, the Zoning Ordinance update will include efficiencies, and legal effectiveness will aid the City in carrying out its numerous budgeted planning and economic development objectives; and

**WHEREAS**, \$60,000 funding for the Contract will be paid entirely from the General Fund.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the CITY Council of the City of Soledad that the City Manager is hereby authorized to execute a standard professional services contract, attached as "Exhibit A" with Metropolitan Planning Group for professional services to complete the City of Soledad Municipal Zoning Ordinance update, subject to minor modification and subsequent approval by the City Attorney. Fifty percent of the funding for contractual services shall be drawn from the General Fund Budget; Account No. 100-5150-3003.

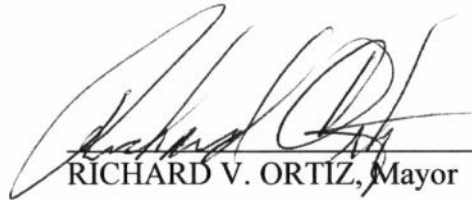
**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting duly held on the 7<sup>th</sup> day of October, 2009, by the following vote:

AYES, and in favor thereof, Councilmembers: Richard J. Perez, Juan Saavedra, Patricia Stephens, Mayor Pro Tem Martha Camacho, Mayor Richard Ortiz

NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None

  
RICHARD V. ORTIZ, Mayor

ATTEST:

  
ADELA P. GONZALEZ, City Clerk

## EXHIBIT 'A'

### CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF SOLEDAD AND METROPOLITAN PLANNING GROUP

THIS AGREEMENT for consulting services is made by and between the, **City of Soledad** ("Agency") and **Metropolitan Planning Group** ("Consultant") (together referred to as the "Parties") as of **October 7, 2009** (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Agency 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 December 20, 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 Agency's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from Agency of such desire of City, reassign such person or persons.
- 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.**

(INTENTIONALLY LEFT BLANK)

**Section 2. COMPENSATION.** Agency hereby agrees to pay Consultant a sum not to exceed Sixty Thousand Dollars (\$60,000.00), 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. Agency 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 Agency to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to Agency in the manner specified herein. Except as specifically authorized by Agency in writing, Consultant shall not bill Agency for duplicate services performed by more than one person.

Consultant and Agency acknowledge and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. Agency therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
  - Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
  - The beginning and ending dates of the billing period;
  - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;