

RESOLUTION NO. 5235

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING A CONTRACT FOR PROFESSIONAL SERVICES WITH EMC
PLANNING GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$227,724 TO
PROVIDE CONTRACT PLANNING SERVICES FOR THE MIRAMONTE
(FORMER MIRAVALLE III) PROJECT**

WHEREAS, the City has received a request from Mr. Nader Agha (“Applicant”) to process a Specific Plan, Vesting Tentative Map, related General Plan amendments and pre-zoning (“Project”) to facilitate development of the Miramonte (Former Miravale III) property, approximately 920 acres of land currently outside the City’s boundaries and Sphere of Influence; and

WHEREAS, the City of Soledad is in need of outside professional assistance in the processing of this Project; and

WHEREAS, the City of Soledad has a qualified list of firms pre-qualified to provide technical assistance for projects as needs arise; and

WHEREAS, the City selected EMC Planning Group, Inc. to provide planning services for the Project, in the base contract amount of \$227,724; and

WHEREAS, funding for the Contract will be paid entirely by the Applicant through a Reimbursement Agreement.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that the Agreement between the City and EMC Planning Group, Inc., in an amount not to exceed \$227,724, a copy of which is attached hereto as **Exhibit A** and by this reference incorporated herein, is hereby approved and the City Manager is authorized and directed to execute the same on Behalf of the City.

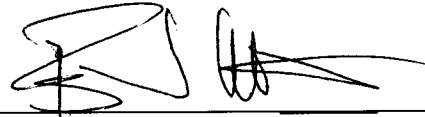
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Soledad duly held on the 12th day of October, 2016, by the following vote:

AYES, and in favor thereof, Councilmembers: Patricia D. Stephens, Christopher K. Bourke, Richard Perez, and Mayor Fred J. Ledesma

NOES, Councilmembers: Councilmember Perez

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: Mayor Pro Tem Alejandro Chavez



FRED LEDESMA, Mayor

ATTEST:


City Clerk (Acting)

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOLEDAD AND
EMC PLANNING GROUP, INC.**

THIS AGREEMENT for consulting services is made by and between the City of Soledad ("City") and EMC Planning Group, Inc. ("Consultant") (together referred to as the "Parties") as of October 7, 2016 (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 by October 6, 2020, 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.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$227,724 (Two Hundred Twenty Seven Thousand Seven Hundred Twenty Four Dollars), 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 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;

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 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.

2.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

- 2.5 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A, and shall not exceed \$4,000.00. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 **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 termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.8 **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 or has provided evidence to City that subcontractor(s) have obtained in compliance with Section 4.4.6. 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 the negligence, recklessness or willful misconduct of Consultant 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 Indemnitees.

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, 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.

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 14 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 beyond the maximum amount provided for in this Agreement.

- 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 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 Seek the difference from Consultant 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 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.
- 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 Brent Slama, Community & Economic Development 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:

EMC Planning Group, Inc.
Attn: Cris Staedler
301 Lighthouse Avenue, Suite C
Monterey, CA 93940

Any written notice to City shall be sent to:

Community & Economic Development Director
City of Soledad
248 Main Street
Soledad, CA 93960

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

<p>_____ Seal and Signature of Registered Professional with report/design responsibility.</p>

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

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Fee Schedule


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.

[SIGNATURES ON FOLLOWING PAGE]

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

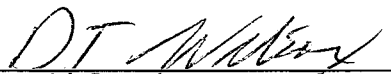
CITY OF SOLEDAD

CONSULTANT

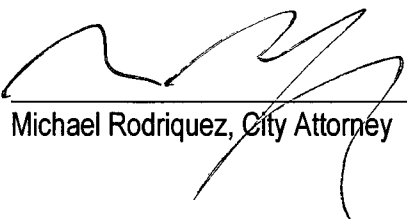

Donald T. Wilcox, Interim City Manager

Michael Groves, Senior Principal
EMC Planning Group, Inc.

Attest:


Donald T. Wilcox, Interim City Clerk

Approved as to Form:



Michael Rodriguez, City Attorney

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

CITY OF SOLEDAD

CONSULTANT


Donald T. Wilcox, Interim City Manager


Michael Groves, Senior Principal
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Attest:


Donald T. Wilcox, Interim City Clerk

Approved as to Form:

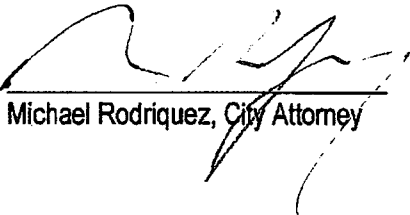

Michael Rodriguez, City Attorney

EXHIBIT A
SCOPE OF SERVICES



Exhibit A

Planning for Success

MIRAMONTE I RESIDENTIAL SUBDIVISION

Second and Third Phase Scope of Work and Cost Estimate

PREPARED FOR

City of Soledad

September 21, 2016

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

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MIRAMONTE I RESIDENTIAL SUBDIVISION

Second and Third Phase Scope of Work and Cost Estimate

PREPARED FOR

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City of Soledad

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September 2016

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- Attachment A Notification of Incomplete Application – Miramonte I Residential Subdivision Vesting Tentative Map Application
- Attachment B Preliminary Cost Estimate to Prepare an Updated Traffic Impact Analysis for the Proposed Miravale Residential Subdivision Development
- Attachment C Scope of Work and Budget for a Fiscal Analysis

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1.0 Introduction

EMC Planning Group met with the City of Soledad Community Development Director, Brent Slama; Nader Agha, Developer of Miravale III, and his Civil Engineer, Pat Ward, of Bestor Engineers in June of this year. As a result of that meeting, EMC Planning Group prepared an "Initial Letter Scope and Cost" on June 28, 2016. The initial phase scope completed by EMC Planning Group on behalf of city staff included review of existing documents (including the certified Environmental Impact Report (EIR), specific plan, urban water management plan, water supply assessment, and revised project application and vesting tentative map supplied by the applicant/developer), review of the specific plan for consistency with the vesting tentative map, and preparation of a written recommendation to city staff for the next steps. See Table 1, First Phase Planning Process Cost in section 4.0 of this scope.

EMC Planning Group has completed the initial phase scope, and based our findings, we are providing the city with this scope of work and cost estimate for the second and third phase activities. This scope of work constitutes our written recommendations to the city for the next steps in the planning process.

As detailed in section 3.0 of this scope, second phase activities include additional review of project plans and vesting tentative map based on our initial phase review and findings (see Attachment A. Notification of Incomplete Application - Miramonte I Residential Subdivision Vesting Tentative Map Application), specific plan updates, water supply assessment updates, a plan for services, environmental review in compliance with the California Environmental Quality Act (CEQA), and city staff support for the preparation of application materials and environmental review. Third phase activities include a review of the fiscal analysis; preparation of LAFCO annexation application materials, and city staff support for the annexation process.

This scope includes project understanding (section 2.0), detailed scope of work (section 3.0), and cost estimate (section 4.0).

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Project Understanding

2.1 PROJECT HISTORY

In early 2000 the City of Soledad received an application initiated by Nader Agha for a proposed specific plan and related vesting tentative map. The application proposed a phased development for a 920-acre area north and west of the current boundaries of the City of Soledad, including residential, commercial, recreational and public facility uses and supporting infrastructure (Miravale III Specific Plan).

The City of Soledad, as lead agency, determined that the Miravale III Specific Plan project was subject to CEQA and required that an EIR be prepared. A Notice of Preparation (NOP) was sent out in August 2006. The Draft EIR was circulated for public review and comment for 45 days between November 4, 2008, and December 18, 2008. A Final EIR, consisting of the Draft EIR, public comments and responses to comments was prepared in August 2010, and certified by the City Council in September 2010. The specific plan and vesting tentative map for the Miravale III Specific Plan project were not approved.

The 2010 Miravale III Specific Plan Final EIR analyzed the potential environmental effects of the then-proposed specific plan at a program level and the vesting tentative map for project level environmental effects. The proposed specific plan would provide policy guidance for the phased annexation and development of portions of the Mirassou, San Vicente West and Northwest Expansion Areas identified in the 2005 General Plan. The preliminary vesting tentative map provided the basis for the conceptual lotting plan and infrastructure improvements for the uses proposed by the specific plan.

Approval of the then-proposed Miravale III Specific Plan and vesting tentative map would result in the construction of 1,470 single-family residential units, 116 duplex/small lot single-family residential units, 2,614 multi-family residential units (includes affordable housing, workforce housing, and senior housing units), 120 hotel rooms, 275,000 square feet of retail commercial space and an 18-hole golf course. The previously proposed project would also include three school sites (two elementary schools and one middle school), a fire and police substation, a recycled water plant, and approximately 75 acres of open space and recreation areas, including parks, playgrounds, and a trail system.

The previously proposed specific plan identified the following implementation measures for development of the project (Draft EIR page 3.0-7):

- Amendment of the General Plan – both policy provisions and diagrams— concurrently with the adoption of the specific plan to incorporate the land use designations illustrated in the Land Use Plan, and policies included in the text of the specific plan.
- Amendment of the Zoning Ordinance to rezone the property “MIISP” within the specific plan area.
- Preparation of a final tentative map for subdivision of the specific plan area consistent with the design and zoning standards described in the specific plan. Requests for modifications to the land uses or zoning standards identified in the specific plan may be approved by the city provided they are in substantial conformance with city goals and criteria of the specific plan.
- Development of individual phases of the project consistent with the land use designations and with the policies and implementation measures contained in the specific plan.
- Application for a Sphere of Influence Amendment and subsequent Annexation approval(s) from LAFCO of Monterey County.

The Final EIR found, and the city agreed, that many of the significant impacts resulting from the project could be mitigated by adding or modifying specific plan provisions and by making changes to the preliminary vesting tentative map. Project revisions would be necessary to comply with the mitigation measures listed in the Final EIR.

2.1 CURRENT PROJECT PROPOSAL BY APPLICANT

The City of Soledad Planning Department has received an application for a vesting tentative map for the Miramonte I Residential Subdivision (“proposed project”). The proposed project is similar to the larger 2010 Miravale III Specific Plan; however, the current proposal eliminates approximately 450 acres from the originally proposed project and does not include subdivision of the San Vicente West and Northwest Expansion Areas identified in the general plan.

Preliminary review of the application by staff has determined that additional information is required to deem the application complete (see Attachment A). However, with the information provided to the city thus far, and for the purposes of this scope of work it is assumed that the proposed project is a vesting tentative map for the subdivision of 470 acres into 1,469 lots in two phases; 257 acres would be subdivided into 1,028 lots in the proposed first phase of the project, and 213 acres would be subdivided into 441 lots in the proposed second phase of the project.

3.0 Scope of Work

3.1 APPROACH

Project Approach

EMC Planning Group has proposed a phased approach to complete the necessary steps in the planning process for the proposed project. The first phase, which is now complete, included the review of the application and existing documentation and identification of specific project needs. The second phase is project consideration, and the third phase is the LAFCO annexation process. EMC Planning Group will provide staff assistance with project consideration and the LAFCO phases. See Table 2, Second and Third Phase Planning Process Costs in section 4.0 in this scope.

Per Senate Bill 18 and Assembly Bill 52, the city is required to consult with Native American tribes prior to considering approval of a general plan amendment and to address Tribal Cultural Resources, respectively. EMC Planning Group has included tribal consultation in the staff assistance task.

CEQA Approach

EMC Planning Group reviewed the 2010 certified *Miravale III Specific Plan Final EIR* for adequacy in light of potential changed circumstances and new information that was not known and could not have been known at the time it was certified. The evaluation included a determination if the previously-prepared EIR could serve as the environmental document for the new project.

It was determined that environmental impacts associated with proposed project appear to be adequately covered in the certified EIR. However, much of the information contained in the certified EIR was prepared more than seven years in the past and that the analysis and technical documentation should be updated to reflect any changes to environmental and regulatory conditions since the FEIR was prepared documented.

Based on our review, EMC Planning Group anticipates preparing an addendum to the *Miravale III Specific Plan Final EIR*. The EIR Addendum will evaluate the proposed Miramonte I Subdivision Project, including proposed changes to the specific plan and tentative map as described Section 1.0, Project Understanding, above, against the *Miravale III*

Specific Plan Final EIR. The purpose of the evaluation is to provide the justification for the CEQA findings necessary to use the previously-certified EIR as the CEQA document for the currently proposed project.

A traffic impact analysis was prepared for the Miravale III Specific Plan in 2007 (Hexagon Transportation Consultants). A comprehensive update of the traffic study will be necessary to reflect the currently proposed project, though smaller, and current baseline traffic conditions. In addition:

1. There have been changes to traffic control at study intersections – five of the 20+ study intersections are now signalized (but weren't at the time of the Hexagon study).
2. Many of the approved projects are now built, such as the Miravale II residential project.
3. There are new approved and proposed projects, primarily near the existing shopping center at the south end of town (including one we are working on and another that TJKM is preparing the traffic study for).
4. There have been significant changes to traffic analysis methodologies used in traffic impact studies in the 10 years since completion of the previous study.

As a component of the CEQA work, the Miravale Phase III Mixed-Use Development Transportation Impact Analysis (Hexagon Transportation Consultants 2007) will be updated and incorporated into the addendum. The traffic impact analysis update will be prepared by Mott MacDonald for EMC Planning Group on behalf of the city at the applicant's expense. The updated traffic impact analysis scope of work assumes the following:

- The study network is reduced: The analyzing the Miravale Phase III Mixed-Use Development Transportation Impact Analysis evaluated 21 intersections and 11 roadway segments. The project is smaller now, and it may not be necessary to evaluate other intersections and segments further away from the project, or we may be able to rely on other studies for potential impacts to farther-away intersections and segments (i.e., either cite past studies and/or do a more qualitative impact analysis).
- Older traffic counts will be used for a portion of the analysis: Counts collected in June 2013 at six of the original study intersections in the Hexagon report (taken from the Soledad Business Park study commissioned by the City of Soledad) and counts collected in April 2015 at one study intersection (from the Main Street Middle School study) may be used so there is need to only collect traffic volumes a limited number of intersections.

- Study scenarios will be reduced: Study scenarios will be scaled back (e.g. removal of the Background or Cumulative conditions) especially if the project applicant is agreeable with implementing/contributing to the same mitigations as identified in the approved EIR for the larger project.

Preparation of a traffic impact analysis that includes the full roadway network evaluated in the 2007 analysis, new traffic counts, and full study scenarios is identified as an optional task (see notes to Table 2 in section 4.0 of this scope).

The scope of work includes preparation of climate change and greenhouse gas (GHG) analysis utilizing CalEEMod, as is currently recommended by the air district. Also included are updated biological resource database searches (for the California Department of Fish and Wildlife California Natural Diversity Database, the California Native Plant Society Rare and Endangered Plant Inventory, and the U.S. Fish and Wildlife Service Endangered Species Program) and, if necessary, an update of the special-status species tables/information section and impact/mitigation sections of the analysis. Also, the common and scientific names and, in some cases, listing status for species may have changed since the 2007 database searches and EIR preparation, and will be updated in the special-status species tables and throughout the analysis of the biological resources section.

In addition, the EIR Addendum will address all of the other environmental issues previously addressed in the certified EIR.

If through the EIR Addendum process or in the course of discussions with the city it is determined that the proposed project would not be adequately addressed through the preparation of an EIR Addendum (e.g. new, or substantially more severe impacts are identified) EMC Planning Group can prepare a Supplemental or Subsequent EIR. Preparation of a Supplemental or Subsequent EIR would require a separate scope and budget.

3.2 SCOPE OF WORK

Second Phase Tasks

Task 1 Project Initiation, Administration, and Management

- Contract management and project team coordination.
- Provide CEQA consultation and management services for client.
- Conduct internal team meetings.
- Provide regular email progress reports to city staff.

Task 2 Meetings and Telephone Conferences

- Attend a kickoff meeting with city staff to discuss the project background, project description, scope, process, and schedule.
- Facilitate up to two (2) additional telephone conferences to discuss progress, data needs, schedule, and outstanding issues.

Note: EMC Planning Group has allocated a total of twelve (12) hours of staff time to meetings and telephone conferences. EMC Planning Group staff will attend additional meetings with city staff and/ or other agencies, if requested by the city, at additional cost as noted in the budget.

Task 3 City Application and Processing Support

- Review project plans and changes.
- Provide a liaison between city staff and applicant.

Note: EMC Planning Group has allocated a total of twelve (12) hours of staff time for meeting and telephone conferences dedicated to city staff and applicant coordination. EMC Planning Group will attend additional meetings with city staff and/ or other agencies, if requested by the city, at additional cost as noted in the budget.

Task 4 Specific Plan Modifications

An approved specific plan is required to guide development of the land uses identified in the vesting tentative map. A specific plan was submitted to the city for a similar but larger project (Miravale III Specific Plan). Revisions to the originally proposed Miravale III Residential Specific Plan are required to reflect the currently proposed project and will be made by EMC Planning Group.

Task 5 Project Water Supply Assessment Update

A water supply assessment was prepared in 2007 for the Miravale III Specific Plan. A water supply assessment update, meeting the requirements of SB 610, will be prepared reflecting updated project and existing conditions information, and will address long-term draught conditions. The updated water supply assessment will be prepared by Akel Engineering Group, Inc. for EMC Planning Group on behalf of the city at the applicant's expense. A preliminary scope and cost estimate is included as Attachment B.

Task 6 Plan for Services Update

A plan for services is required to provide the basis for the annexation justification analysis, which is vital to any Monterey County LAFCO action. This information also serves to inform the CEQA update. The applicant will provide a plan for services (including both hard and

soft services) prepared by the applicant's civil engineer. EMC Planning Group will review applicant's plan for services and update as necessary.

Task 7 Draft EIR Addendum

- Prepare a draft EIR Addendum addressing the environmental issues analyzed in the previously-certified Miravale III Specific Plan Final EIR. The EIR Addendum will include a brief explanation of the decision not to prepare a subsequent EIR, as required by CEQA Guidelines section 15164.
- Quantify project GHG emissions using CalEEMod. And utilize the information in a the climate change and air quality sections of the EIR.
- Updated biological resource database searches and special-status species tables/information section and impact/mitigation sections of the analysis.
- Mott MacDonald, as a subconsultant to EMC Planning Group, will update the *Miravale Phase III Mixed-Use Development Transportation Impact Analysis* (Hexagon Transportation Consultants 2007). The traffic impact analysis update will be incorporated into the addendum.
- EMC Planning Group will print and deliver five (5) paper copies and one (1) electronic copy draft EIR Addendum to the city for review and comment. The electronic version will be in Word format to facilitate city comments. City staff will distribute the draft EIR Addendum for review by the appropriate city departments and will coordinate preparation of the city's comments. EMC Planning Group assumes the receipt of one consolidated set of the comments identifying specific revisions required to finalize the EIR Addendum.

Notes: If more than one round of revisions to the draft EIR Addendum is deemed necessary or extensive changes are necessary, then a contract amendment and schedule adjustment may be needed. If additional biological field surveys are needed, this will be a separate and additional cost. If a new or substantially more severe impact is identified, a contract amendment to prepare a Subsequent or a Supplemental EIR may be required.

Task 8 Final EIR Addendum

- Revise draft EIR Addendum to incorporate city staff comments.
- Print and deliver fifteen (15) copies for the City's use during consideration of the proposed project. The EIR Addendum should be attached to the previously certified EIR.
- Provide one CD for use by city staff.

Task 9 Staff Support/Hearing Preparation

- Preparation of a staff report, resolutions, ordinance, findings, conditions, and a mitigation monitoring program.
- Attendance of up to two (2) EMC Planning Group staff members at a one (1) hearing with the Planning Commission and one (1) hearing with the City Council.
- Assist the city with Native American Tribal Consultation pursuant to Senate Bill 18 and Assembly Bill 52.

Note: EMC Planning Group staff will attend additional meetings with city staff and/ or other agencies, if requested by the city, at additional cost as noted in the budget.

Third Phase Tasks

Task 10 Fiscal Analysis Review – Required Information by LAFCO

A fiscal analysis demonstrating the fiscal neutrality of the proposed project is required to provide the basis for the annexation justification analysis, which is vital to any Monterey County LAFCO action. The fiscal analysis is important to help the city understand the extent of potential revenue benefit, but also to understand the costs of providing expanded services.

Applied Development Economics, Inc., as a subconsultant to EMC Planning Group, will prepare a fiscal analysis of the project. See Attachment C.

Task 11 Draft LAFCO Annexation Application

- Prepare a draft LAFCO annexation application and supplemental materials (maps and text).
- Print and deliver one (1) paper copy and one (1) electronic copy of the draft application to the city for review and comment. One comprehensive set of the comments will be sent to EMC Planning Group identifying specific revisions required. EMC Planning Group will discuss comments received on the application by telephone.

Task 12 Final LAFCO Annexation Application

- Prepare final LAFCO annexation application and supplemental materials, incorporating city staff comments on the draft application. Provide an electronic copy to the city and LAFCO.
- EMC Planning Group will meet with city staff and LAFCO staff to discuss the proposal and the application, and take LAFCO comment on the content of the application.
- Revise application per LAFCO direction, and deliver one (1) electronic copy of a screencheck LAFCO annexation application in PDF format for the city's final

review. EMC Planning Group assumes no or minimal further changes to the screencheck application.

- Print and deliver three (3) originals, thirty-five (35) printed copies, and three (3) CDs to the city; of which the thirty-five (35) printed copies are intended for delivery to LAFCO.

Note: If more than one round of revisions to the draft application is deemed necessary or extensive changes are necessary, then a contract amendment and schedule adjustment may be needed.

Task 13 LAFCO Meetings and Hearing

- EMC Planning Group will attend a pre-hearing meeting with LAFCO staff (1 meeting) and attend one (1) LAFCO public hearing to present and/or respond to questions on the application and/or the addendum.

Note: EMC Planning Group will attend additional meetings with city staff and/ or other agencies, if requested by the city, at additional cost as noted in the budget.

3.0 Scope of Work

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4.0 Budget

Table 1 First Phase Planning Process Cost

Task Number	Task	Cost
First Phase Tasks Completed		
Task 1	Application Review and Complete of Incomplete Letter to the City	\$4,500.00
Task 2	Review Specific Plan	\$9,000.00
Task 3	Review Urban Water Management Plan and Water Supply Assessment	\$2,000.00
Task 4	Review the Applicants Plan for Services ¹	\$2,500.00
Task 5	Review the Existing 2010 Certified CEQA Miravale III EIR for Adequacy	\$3,500.00
Task 6	Previous Staff Support Work on Miravale III EIR and LAFCO Actions	\$3,701.95
	First Phase Total	\$25,201.95
	PROJECT COST TOTAL	\$23,785.59
	REMAINING BUDGET	\$1,416.36

Note: 1. A Plan for Services has not yet been submitted. This task has been incorporated into Task 6 of Phase II and the budget credited towards Phase I and Phase II scope of work cost total.

Table 2 Second and Third Phase Planning Process Costs

Task Number	Task	Cost
Second Phase Tasks		
Task 1	Project Initiation, Administration, and Management (28 hours)	\$5,500
Task 2	Meetings and Telephone Conferences ² (12 hours)	\$2,340
Task 3	City Application and Processing Support (includes 12 hours ² meeting time specifically for applicant/city staff coordination and 38 hours of application review and comment)	\$9,750
Task 4	Specific Plan modifications (100 hours)	\$19,500
Task 5	Water Supply Assessment prepared by Akel Engineering Group, Inc.(\$6,883 ^{3,4}) reviewed by EMC Planning Group (4 hours)	\$7,858
Task 6	Plan for Services (to be provided by applicant's civil engineer, EMC Planning Group to conduct plan review and update as necessary) (40 hours)	\$7,800
Task 7	Draft EIR Addendum includes: a traffic impact analysis update prepared by Mott MacDonald (\$23,000 ^{3,4,5}) and CalEEMod modeling, new climate change analysis, biological resources analysis updates, and Addendum EIR preparation by EMC Planning Group (220 hours)	\$65,900
Task 8	Final Addendum EIR (50 ⁶ hours)	\$9,750
Task 9	Additional Staff Support/Hearing Preparation (175 hours)	\$34,125
	Additional Costs (document production, travel, postage, miscellaneous)	\$2,000
	Second Phase Total	\$164,523

4.0 Budget

Third Phase Tasks		
Task 10	Fiscal Analysis by Applied Development Economics, Inc.	\$16,500 ²
Task 11	Draft LAFCO Annexation Application (50 hours)	\$9,750
Task 12	Final LAFCO Annexation Application (25 ⁷ hours)	\$4,875
Task 13	LAFCO Meeting (1) and Hearing (1) ² (includes preparation and attendance) (25 hours)	\$4,875
	Additional Costs (document production, travel, postage, miscellaneous)	\$2,000
	Third Phase Total	\$38,000
	Total - Second and Third Phase Planning Process Costs	\$202,523

Notes: 2. Additional meetings not specifically included in the scope will be charged at a rate of Meetings/Public Hearings (\$185-\$215 per staff person/per hour). 3. Includes a 10% subconsultant overhead cost 4. Preliminary cost estimate. A final cost will be provided after a detailed scope of work for the technical studies are developed in coordination with city staff. 5. Optional Item: Traffic Impact Analysis includes the full roadway network evaluated in the 2007 analysis, new traffic counts, and full study scenarios 6. Assumes comments on the Draft Addendum are minimal, do not require additional technical analysis or substantial mapping, and require no more than 50 hours of EMC Staff time to finalize the application. Substantial comment or additional technical analysis may require a contract amendment. 7. Assumes comments on the Draft LAFCO Application are minimal, do not require additional technical analysis, and require no more than 25 hours of EMC Staff time to finalize the application. Substantial comment or additional technical analysis may require a contract amendment.

Table 3 Project Cost Summary

Task	Cost
Total - Second and Third Phase Planning Process Costs	\$202,523.00
Remaining budget from first phase tasks (apply towards second and third phase cost)	(\$1,416.36)
PROJECT COST TOTAL	\$201,106.64⁸

Note: 8. It is likely that additional hours /budget not specifically included in the scope will be necessary to complete this project which would require a contract amendment.

Optional Task: Traffic

The Traffic Impact Analysis update identified in Table 2, Task 7 above, will include the full roadway network evaluated in the 2007 analysis, new traffic counts, and full study scenarios. Cost is \$10,000 plus a 10% subconsultant overhead cost.

Assumptions/Limitations

The following assumptions/limitations are part of this scope of work.

Assumptions

- The scope of work is limited to the tasks and work products described herein;
- As work will not be authorized beyond funding the applicant has deposited with the City of Soledad at any given time, and that the City of Soledad will not be liable for payment beyond the balance of the proponent's deposits; it is assumed that upon approval of this scope of work and budget, the project proponent will deposit the full amount specified herein to complete the tasks for Planning Services, CEQA, and if desired, LAFCO, compliance;
- The City, and/or project proponent, would be responsible for all production related to LAFCO application and processing tasks;
- City staff will distribute all noticing and documents in compliance with CEQA; and
- No more than five comment letters would be received and that responses to the comment letters would not require additional analysis; and
- The applicant is responsible for providing:
 - A new or updated application form and written project description based on the Notification of Incomplete Application – Miramonte I Residential Subdivision Vesting Tentative Map Application (Attachment A).
 - An updated vesting tentative map based on the Notification of Incomplete Application – Miramonte I Residential Subdivision Vesting Tentative Map Application (Attachment A).
 - A plan for services (including both hard and soft services).
 - Any other technical reports required to get through the planning and permitting process, along with requested funds to pay for the Planning Support Services.

Limitations

Any of the following may require an amendment to this scope of work:

- Changes to the project description or scope of services requested;
- Hours specified per task (Refer to Table 2 in Section 4.0) are exceeded;
- Hours not exceeded per task will be held over to support other tasks. Any budget not used will be returned to the city/applicant;
- During the CEQA process, a new or substantially more severe environmental impact is identified;
- More than one round of comprehensive comments from city staff or the applicant's consultants or attorneys;
- Excessive circumstance or delay beyond control of EMC Planning Group; or
- Significant environmental issues or public controversy that EMC Planning Group is not aware of at the time of preparation of this proposal.

September 14, 2016

EMC Planning Group
301 Lighthouse Avenue, Ste C
Monterey, CA 93940

Attention: Ms. Polaris Kinison Brown
Principal Planner

Subject: Proposal for Engineering Services to prepare a Water Supply Assessment for the Mirassou Expansion Area Development

Dear Polaris:

In accordance with your request, we are submitting this letter proposal for preparing a Water Supply Assessment (WSA), meeting the requirements of SB 610, for the Mirassou Expansion Area Development Project in the City of Soledad.

SCOPE OF WORK

The Water Supply Assessment (WSA) for this project (Figure 1) is intended to satisfy the requirements of SB 610 by evaluating the impact of the project's water demands on the City-wide water supplies through a 20-year horizon, as stipulated in the SB 610 requirements.

Task 1 – Review Relevant Reports

This task includes reviewing the following relevant reports:

- Water Supply Assessment and Written Verification of Supply (August 2007)
- City of Soledad – 2010 and 2015 Urban Water Management Plan.
- City of Soledad General Plan (September 2005).
- City of Soledad Water System Master Plan (2005).

Task 2 – Identify Impact of Project(s) Water Requirements

This task consists of quantifying the project water requirements, and comparing them with previous demand projections included in the City's adopted water system master plan and 2015 Urban Water Management Plan. Other comparisons will include conversion of this property from agricultural use to urbanized use.

Task 3 – Prepare WSA Report

The WSA report will be based on the City's 2015 UWMP findings and provide documentation on the impact of the applicant's project on the water supply capacity. It should be noted that this analysis relies on existing reports and information regarding groundwater conditions, as documented in the relevant reports listed in Task 1 and in the City's 2015 Urban Water Management Plan.

The WSA report will include the following sections:

- Background and Purpose
- Projects Description
- Projects Water Requirements
- City-Wide Water Balance Update
- Groundwater Basin
- Water Supply Reliability
- Supply and Demand Comparison
- Summary

A draft version of the WSA will be submitted in electronic PDF format to EMC staff for review.

SCHEDULE AND FEE ESTIMATE

The estimated completion date of the draft WSA report is fifteen days from notice to proceed.

A final WSA report will be produced within ten days from receipt of comments on the draft.

A not to exceed fee of six thousand two hundred and fifty-seven dollars (\$6,257) is hereby established for the CONSULTANT'S services, unless amended by the scope of work.

Should you need additional information, or have questions regarding this proposal, please do not hesitate to call me. I look forward to hearing from you.

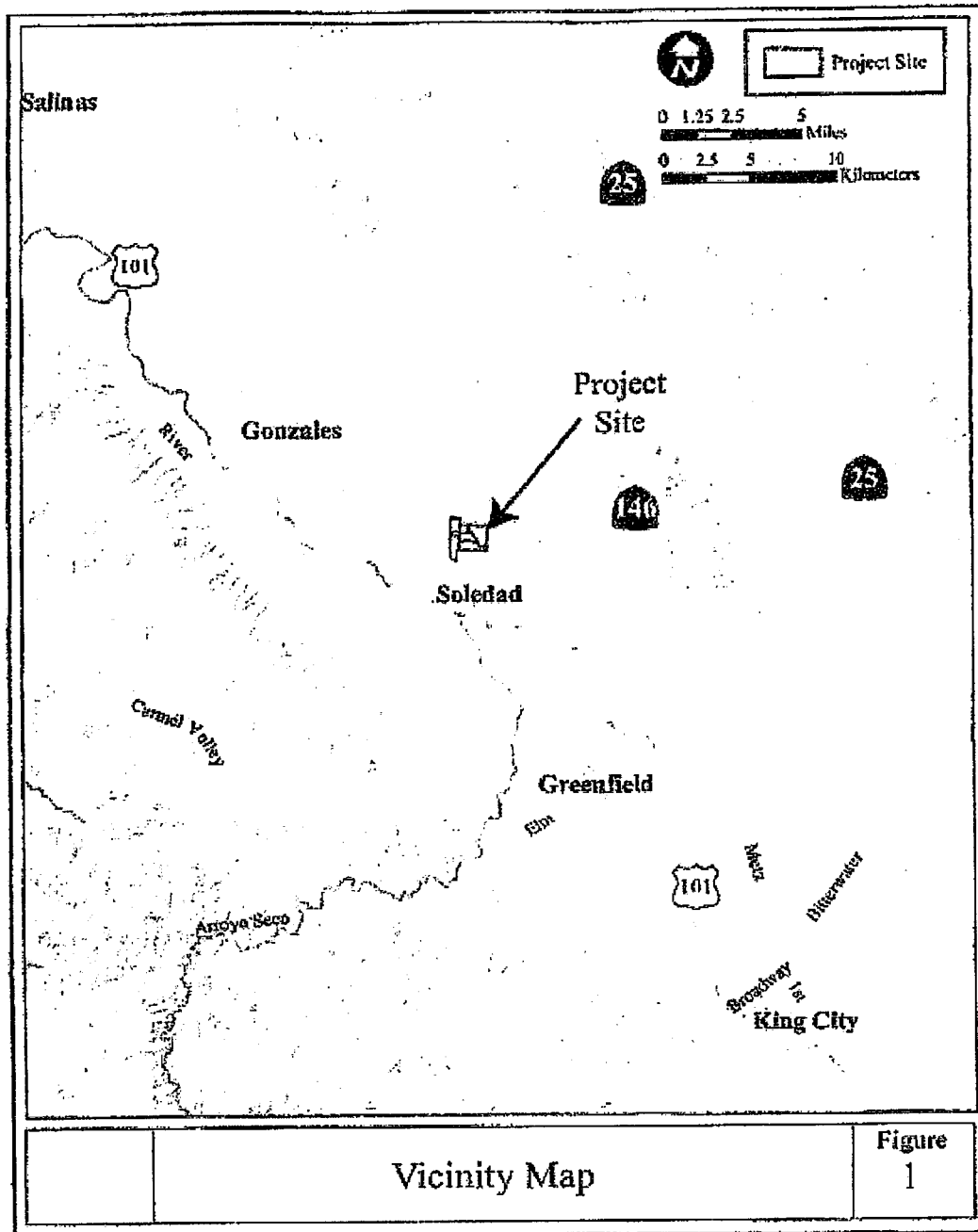
Sincerely,

AKEL ENGINEERING GROUP, INC.

Tony Akel, P.E.
President

Figure 1 – Project Site Map

**Figure 1
City of Soledad Vicinity Map**



Vicinity Map

Figure
1

DENISE DUFFY & ASSOCIATES, INC.

EMC Planning Group
Water Supply Assessment
Mirassou Expansion Area Development
Estimated Fee
 (September 14, 2016)

Task No.	Task Description	Hours					Costs		
		Principal Engineer	Engineering Associate	Engineering Assistant	Eng/GIS Technician	Secretarial	Labor Costs	Other	Total Cost
		\$180	\$140	\$109	\$98	\$74			
Task 1	Review Relevant Reports			1			\$109		\$109
Task 2	Identify Impact of Project Water Requirements	1	4	12	1		\$2,162		\$2,162
Task 3	Prepare Final WSA Report	4	10	10	6	2	\$3,986		\$3,986
Totals		5	14	23	7	2	\$6,257	\$0	\$6,257



September 7, 2016

Polaris Kinison Brown
EMC Planning Group

Dear Polaris:

At your request I have prepared a brief scope of work and budget for a fiscal analysis of a 1,469 lot subdivision in Soledad. This is a preliminary scope and budget subject to further refinement as additional project details are provided.

Scope of Work

Based on the project description, ADE will estimate the socioeconomic factors that affect demand for City services as well as generating City revenues, such as population, property values and taxable sales. The fiscal analysis will estimate future General Fund revenues for all budget categories in the City budget, including the property tax, sales tax, franchise taxes, recreation program fees, and other service charges levied by City Departments.

In addition to reviewing budget documents and other financial reports from the City, we will utilize the Public Services Plan developed by EMC Planning Group to gain a detailed understanding of how services are provided, the service standards utilized, any areas where services do not meet standards and areas of available capacity to accommodate growth, if any. Projected costs will include expenditures for: police, fire, public works, including street maintenance funded by the gas tax, transportation, planning and development, human services and recreation, animal control, library, and all general government support and management services.

ADE will prepare a comprehensive report outlining the methodology and conclusions from the fiscal analysis and recommending mitigations for any adverse fiscal impacts identified.

Budget

We propose to complete this scope of work for a not-to-exceed price of \$15,000.

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug Svensson'.

Doug Svensson, AICP
President

