

*In accordance with the Americans with Disabilities Act, persons requiring assistance or auxiliary aids in order to participate should contact the City Clerk's Office at City Hall, 13831 San Pablo Avenue, San Pablo, as soon as possible prior to the meeting. The city will give such requests primary consideration, taking into account undue financial and administrative burdens or fundamental alterations in the city service, program or activity.*

NEXT RESOLUTION NUMBER 2014-050  
NEXT ORDINANCE NUMBER 2014-005  
NEXT LOCAL SUCCESSOR AGENCY RESOLUTION NUMBER LSA2014-004  
NEXT JOINT POWERS FINANCE AUTHORITY RESOLUTION NUMBER 2014-001

**SAN PABLO CITY COUNCIL AND LOCAL SUCCESSOR AGENCY  
MEETING AGENDA  
City Hall / Council Chambers  
13831 San Pablo Avenue  
San Pablo, CA 94806  
Telephone 510.215.3000**

\*\*\*\*

**MONDAY, APRIL 7, 2014  
6:00 pm**

Copies of this Agenda and non-exempt public records relating to an open session item on this agenda will be available for public view at the City Clerk's Office, 13831 San Pablo Avenue, Building 1, San Pablo. The full agenda packet may also be viewed on the city website at [www.SanPabloCA.gov](http://www.SanPabloCA.gov).

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

*Speakers wishing to address the Council or Agency on a specific agenda item should file a form with the City Clerk indicating the agenda item. The Mayor or Chair will invite you to speak at the appropriate time when the matter is being considered. If you desire to address the Council or Agency, please file your name and address with the City Clerk on forms available at the podium. We also ask that all cell phones be turned off or silenced during the meeting.*



**ORAL COMMUNICATIONS**

This is the time for comments on any item within the Council's or Agency's subject matter jurisdiction, if such item is NOT listed on tonight's agenda. The Council or Agency may not engage in discussion or take action on any item that is not specifically listed on the agenda. Your item may be referred to city staff for investigation, report or placement on a future agenda. Persons addressing the Council or Agency are required to limit their remarks to three (3) minutes unless an extension or decrease of time is ordered. Please file your name and address with the City Clerk on forms available at the speaker's podium.

**CEREMONIAL MATTERS**

- A. Introduction of new Public Works Department employees: Administrative Intern Winnie Mui, and Maintenance Workers I Clinton Weaver, Erick Guzman-Rivera and Spencer Baca

## **CEREMONIAL MATTERS (continued)**

- B. Certificate of Recognition of Rita Xavier (Contra Costa Commission for Women – Women’s Hall of Fame)
- C. San Pablo Economic Development Corporation – Recognition of the 2014 Small Business of the Year Award – Moler Barber College

## **CITY MANAGER REMARKS**

### **CONSENT CALENDAR**

All matters listed in the Consent Calendar section will be considered routine by the City Council and will be enacted by one motion. The disposition of the item is indicated. There will be no separate discussion of these items. If discussion is requested, that item will be removed from the section entitled Consent Calendar and will be considered separately.

## **CONSENT CALENDAR**

### **MINUTES** (pages 7-12)

- 1. Minutes of the meetings of March 17, 2014 and March 27, 2014.

RECOMMENDATION: Approve

### **PROCLAMATIONS**

#### **Council** (pages 13-24)

- 2. Request for issuance of Proclamations from the San Pablo Chamber of Commerce honoring *Dr. Denise Noldon as Woman of the Year, Mohammed A. Kahn as Man of the Year, and Chapel of the Mission Bells Wilson & Kratzer Mortuaries as Business of the Year*, and proclamations recognizing *May 2014 as Building Safety Month* and declaring the *Week of May 18-24, 2014 as National Public Works Week*.

RECOMMENDATION: Approve

### **MISCELLANEOUS**

#### **Council** (pages 25-30)

- 3. Resolution of the City Council of the City of San Pablo authorizing the sale of San Pablo Police Canine “Argos.”

RECOMMENDATION: Adopt Resolution

#### **Council** (pages 31-36)

- 4. Resolution of the City Council of the City of San Pablo authorizing fee waiver for use of Maple Hall for Contra Costa College’s Puente Project End of the Year Celebration event held on Thursday, May 22, 2014 event.

RECOMMENDATION: Adopt Resolution

**Council** (pages 37-40)

5. Resolution of the City Council of the City of San Pablo authorizing \$320 table sponsorship for the San Pablo Chamber of Commerce Installation Dinner Event held on Saturday, April 19, 2014.

RECOMMENDATION: Adopt Resolution

**Council** (pages 41-46)

6. Resolution of the City Council of the City of San Pablo authorizing \$1,000 sponsorship for Bike East Bay's 20<sup>th</sup> Annual Bike to Work Day on Thursday, May 8, 2014.

RECOMMENDATION: Adopt Resolution

**Council** (pages 47-58)

7. Resolution of the City Council of the City of San Pablo authorizing the City Manager to execute an amendment in the amount of \$77,000 to the agreement with Studio L'Image for design services and fabrication oversight for wayfinding signage to transit, kiosk and City of San Pablo Facilities Identification Signage Project (PW 576).

RECOMMENDATION: Adopt Resolution

**Council** (pages 59-62)

8. Resolution of the City Council of the City of San Pablo authorizing the installation of signage designating and restricting two parking stalls as electric vehicle charging stations in the City Hall parking lot.

RECOMMENDATION: Adopt Resolution

**Council** (pages 63-74)

9. Resolution of the City Council of the City of San Pablo authorizing April 14-15, 2014, as "Days of Action Against Military Spending" to coincide with 4<sup>th</sup> Annual Global Day of Action Against Military Spending requested by East Bay Peace Action of Albany, California.

RECOMMENDATION: Adopt Resolution

**LSA** (pages 75-180)

10. Resolutions of the Local Successor Agency of the City of San Pablo to authorizing the City Manager to execute professional services contracts associated with predevelopment of the Former Circle S site with Kister, Savio & Rei, Inc.; NBS; Fieldman, Rolapp & Associates, Inc.; Best, Best & Krieger; and Alan Kropp & Associates.

RECOMMENDATION: Adopt Resolutions

## **COUNCIL AUTHORIZATIONS**

### **Council** (pages 181-190)

11. Authorization and Release of Second Quarter External Communications Report (October 1, 2013 through December 31, 2013) for FY 2013-14.

RECOMMENDATION: Approve by Minute Order

\* \* \* END OF CONSENT CALENDAR \* \* \*

## **PUBLIC HEARINGS**

### **Council** (pages 191-216)

12. Public hearing on Plan 1402-0004: An Ordinance of the City Council of the City of San Pablo amending the zoning map to reclassify two vacant parcels with access on Rumrill Boulevard (APN 410-012-007 and 410-012-008) from a zoning designation of C-2 (Heavy Commercial) to OS (Open Space).

RECOMMENDATION: Conduct public hearing; waive first reading, introduce ordinance

### **Council** (pages 217-254)

13. Public hearing on Ordinance of the City Council of the City of San Pablo ratifying Ordinance No. 2013-22 of the Contra Costa Fire Protection District amending the 2013 California Fire Code.

RECOMMENDATION: Conduct public hearing; waive first reading; introduce ordinance

**MAYOR AND CITY COUNCIL ASSIGNMENTS REPORTS:** (Approved by Resolutions 2014-015; 2014-016)  
Informational reports from Councilmember representatives to the following committees, commissions and organizations; **brief reports on meetings attended at the expense of the City or Agency, as required by Government Code section 53232.3(d) (AB 1234)**; and other reports regarding items of general interest to the City Council. The City Council may take action on other items of interest that are specifically agendaized herein:

(a) **Mayor Paul V. Morris**

**Memberships:** Contra Costa Mayors' Conference (Primary); West County Mayors' Association (Primary); League of California Cities/Public Safety Policy Committee; West County Integrated Waste Management Authority (Alternate)

**Ad-Hoc Subcommittees:** Casino San Pablo/MSA; Community Grants; Legislative, Inter-governmental & Policy Affairs; Public Safety; Youth Services

(b) **Vice Mayor Kathy Chao Rothberg**

**Memberships:** League of California Cities/East Bay League Division; SPEDC Board of Directors; West County Mayors' Association (Alternate)

**Ad-Hoc Subcommittees:** Casino San Pablo/MSA; Economic Development & Environmental Planning/Quality; Human and Social Services

(c) **Councilmember Rich Kinney**

**Memberships:** Association of Bay Area Governments (ABAG); League of California Cities/Housing, Community and Economic Development Policy Committee

**Ad-Hoc Subcommittees:** Budget, Fiscal and Operational Services; Legislative, Inter-governmental and Policy Affairs

(d) **Councilmember Cecilia Valdez**

**Memberships:** League of California Cities/East Bay League Division (Alternate) San Pablo Oversight Board; Sister City Committee (Alternative); West County Integrated Waste Management Authority (Primary); West Contra Costa Transportation Advisory Committee;

**Ad-Hoc Subcommittees:** Budget, Fiscal and Operational Services; Community Grants

(e) **Genoveva Garcia Calloway**

**Memberships:** Association of Bay Area Governments (Alternate); SPEDC Board of Directors; Sister City Committee; West Contra Costa Transportation Advisory Committee (Alternate)

**Ad- Hoc Subcommittees:** Human and Social Services; Public Safety; Youth Services

**ADJOURNMENT**

Adjourn to Monday, April 21, 2014 at 6:00 pm.

FOOTNOTES  
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MAY 19 2014

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MINUTES OF THE REGULAR MEETING OF THE SAN PABLO CITY COUNCIL  
AND THE LOCAL SUCCESSOR AGENCY OF THE CITY OF SAN PABLO

MONDAY, MARCH 17, 2014

**ROLL CALL**

The meeting convened in the Council Chambers at 6:00 pm. Present call were Mayor Paul Morris and Vice Mayor Kathy Chao Rothberg, and Councilmembers Rich Kinney, Cecilia Valdez and Genoveva Garcia Calloway. Also present were City Manager Matt Rodriguez, City Attorney Brian Libow, Assistant City Manager Kelsey Worthy, Police Chief Walter Schuld, Finance Manager Kelly Sessions and City Clerk Ted Denney. Absent was City Treasurer Viviana Toledo

**ORAL COMMUNICATIONS**

Walt Pedretti spoke regarding the school resource officer and requested the city seek the school district for funding this position. Mayor indicated the City Manager would look into the matter.

**CEREMONIAL MATTERS**

Public Works Manager for Environmental Programs John Medlock introduced new employee Environmental Program Analyst Jen Jackson, and Police Chief Schuld introduced Police Department Volunteer Gerson Asuncion.

Police Chief Schuld also introduced and administered the Oath to new San Pablo Police Officer Ernad Rosic.

**CITY MANAGER REMARKS**

City Manager Rodriguez announced and showed the cover of the March 2014 issue of the *Contra Costa Marketplace Magazine* which highlights San Pablo and the various activities offered by the City.

**CONSENT CALENDAR**

It was moved by Councilmember Calloway, seconded by Vice Mayor Chao Rothberg, and approved by vote of those present, to adopt all items in the Consent Calendar, and announced that someone from the audience would like to speak on the item concerning the proclamation. The motion passed as follows:

AYES: Calloway, Kinney, Chao Rothberg and Morris  
NOES: None  
ABSENT: Valdez  
ABSTAIN: None

**MINUTES**

By adoption of the Consent Calendar, the Minutes of the meeting of March 3, 2014 was approved.

**PERIODIC REPORTS**

**Council**

By adoption of the Consent Calendar, the Vendor Check Register Report for the month of February 2014 was approved.

## LIABILITY CLAIMS

### Council

By adoption of the Consent Calendar, the liability claims of Yvonne Palmore (DOL 08/14/13) and Melvin Parker (DOL 01/01/14) were denied.

## PROCLAMATIONS

### Council

By adoption of the Consent Calendar, the request for issuance of proclamation recognizing March 2014 as "Prescription Drug Abuse Awareness Month" was approved. Cinthya Lopez, who spoke on behalf of the Contra Costa County Youth Health Coalition spoke and thanked the City Council for their support. April Rovero, founder of the National Coalition Against Prescription Drug Abuse also spoke.

## MISCELLANEOUS

### Council

By adoption of the Consent Calendar, **Resolution 2014-042** was approved, a Resolution of the City Council of the City of San Pablo to re-allocate and transfer \$5,000 within the adopted FY 2013-14 City Council Departmental Budget (Fund #100-1110-44050).

### Council

By adoption of the Consent Calendar, **Resolution 2014-043** was approved, a Resolution of the City Council of the City of San Pablo authorizing \$1,000 sponsorship for the West Contra Costa Public Education Fund's 26<sup>th</sup> Annual Ed Fund Gala on Friday, May 16, 2014.

### Council

By adoption of the Consent Calendar, **Resolution 2014-044** was approved, a Resolution of the City Council of the City of San Pablo authorizing fee waiver for use of Maple Hall for the Rotary Club of San Pablo's Annual "Night in Tuscany" Fundraiser event held on Friday, May 9, 2014.

### Council

By adoption of the Consent Calendar, **Resolution 2014-045** was approved, a Resolution of the City Council of the City of San Pablo declaring certain property of the Police Department as surplus property and approving the sale or disposal of surplus property.

### Council

By adoption of the Consent Calendar, **Resolution 2014-046** was approved, a Resolution of the City Council of the City of San Pablo establishing the Stormwater Utility Assessment Rate for FY 2014/2015 and requesting the Contra Costa County Flood Control and Water Conservation District to adopt an annual parcel assessment for drainage maintenance and the National Pollutant Discharge Elimination System Program.

### Council

By adoption of the Consent Calendar, **Resolution 2014-047** was approved, a Resolution of the City Council of the City of San Pablo authorizing the Mayor to submit a letter to Marin Clean Energy to explore future membership in their Community Choice Aggregation Program.

**Council**

By adoption of the Consent Calendar, **Resolution 2014-048** was approved, a Resolution of the City Council of the City of San Pablo awarding the contract for citywide street sweeping services to Universal Building Services and authorizing the City Manager to execute an agreement for the contract effective July 1, 2014.

**\*\*\* END OF CONSENT CALENDAR \*\*\***

**RESOLUTIONS**

**LSA**

Finance Advisor Bradley Ward provided some background information on the tax allocation bonds, as did Financial Consultant Steve Gortler. It was moved by Vice Mayor Chao Rothberg, seconded by Councilmember Kinney, and approved by vote of those present to adopt **Resolution LSA2014-003**, a Resolution of the Successor Agency to the Redevelopment Agency of the City of San Pablo approving the forms of and authorizing the execution and delivery of an official statement and a continuing disclosure certificate with respect to not to exceed \$65,000,000 principal amount of Successor Agency to the Redevelopment Agency to the Redevelopment Agency of the City of San Pablo Refunding Bonds, series 2014; and authorizing related actions. The motion passed as follows:

- AYES: Calloway, Kinney, Chao Rothberg and Morris
- NOES: None
- ABSENT: Valdez
- ABSTAIN: None

**ORDINANCES**

**Council**

City Attorney Libow provided the City Council with some background information and advised of the petition for review pending with the California Supreme Court in the case of *Maral v. City of Live Oak*. City Attorney Libow presented the Council with options on the item at hand. It was moved by Councilmember Calloway, seconded by Vice Mayor Chao Rothberg, and passed by vote of those present, to postpone consideration of the proposed Ordinance amending Section 8.02.020 of the San Pablo Municipal Code, to declare as a public nuisance the cultivation of marijuana, until after the Supreme Court decision on whether to accept the case for review. The motion passed as follows:

- AYES: Calloway, Kinney, Chao Rothberg and Morris
- NOES: None
- ABSENT: Valdez
- ABSTAIN: None

The following spoke against the proposed ordinance: Robert Gutierrez, Beth Dickinson, Zack Meahan, Chris Conrad, Mikki Norris, and Melvin Siegel. Resident George Simpson spoke in support of the proposed ordinance. Council expressed their concerns about the public safety impacts of marijuana.

A brief recess was taken from 7:18 to 7:22 pm.

## **PUBLIC HEARINGS**

### **Council**

City Manager Rodriguez introduced the item. Development Services Manager Michele Rodriguez made a PowerPoint presentation of the project. The public hearing was opened at 7:27 pm. No one spoke for or against the item. The public hearing was closed on 7:27 pm. It was moved by Councilmember Calloway, seconded by Councilmember Kinney, and passed by vote of those present to adopt **Resolution 2014-049**, a Resolution of the City Council of the City of San Pablo approving Plan 1402-0004 for a General Plan amendment at two vacant parcels with access on Rumrill Boulevard (APN 410-012-007 and 410-012-008), from a General Plan Designation of Industrial Mixed Use to Parks/Recreation. The motion passed as follows:

AYES: Calloway, Kinney, Chao Rothberg and Morris  
NOES: None  
ABSENT: Valdez  
ABSTAIN: None

## **STUDY SESSION**

### **Council**

City Manager Rodriguez introduced the item regarding Proposition 13 – Commercial Property Tax Reform. Bren Grieff, Campaign Director for Evolve made a PowerPoint presentation and requested support for a proposed commercial property tax reform ballot initiative. Alex Alferis of Contra Costa Taxpayers Association, Melvin Siegel and City Clerk Ted Denney, also spoke and urged the Council not to take action on the item.

## **MAYOR AND CITY COUNCIL ASSIGNMENTS REPORTS**

Mayor and City Council reported on their recent and upcoming activities.

## **ADJOURNMENT**

It was moved by Councilmember Calloway, seconded by Vice Mayor Chao Rothberg, and passed by vote of those present to adjourn the meeting at 8:08 pm to Monday, April 7, 2014 at 6:00 pm. The motion passed as follows:

AYES: Calloway, Kinney, Chao Rothberg and Morris  
NOES: None  
ABSENT: Valdez  
ABSTAIN: None

Respectfully Submitted,

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Ted J. Denney, City Clerk

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Paul V. Morris, Mayor

# MINUTES OF THE SPECIAL MEETING OF THE SAN PABLO CITY COUNCIL

THURSDAY, MARCH 27, 2014

The Special Meeting commenced at approximately 6:00 pm in Maple Hall. The purpose of the event was to hold a Community Stakeholder Reception and for the public to meet the Chief of Police candidates, Lisa Rosales and Kevin Gardner. Present were Mayor Paul Morris, Vice Mayor Kathy Chao Rothberg and Councilmember Rich Kinney. Absent were Councilmembers Cecilia Valdez and Genoveva Garcia Calloway and City Clerk Ted Denney. Also present were City Manager Matt Rodriguez, City Attorney Brian Libow, Assistant City Manager Kelsey Worthy, Police Chief Walter Schuld, Finance Manager Kelly Sessions, Finance Advisor Bradley Ward, and City Treasurer Viviana Toledo.

## **ADJOURNMENT**

The reception ended at approximately 7:30 pm.

Respectfully Submitted,

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LaTanya Fisher, Executive Assistant

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Paul V. Morris, Mayor

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# REQUEST FOR COUNCIL ACTION



CITY OF SAN PABLO  
City of San Pablo

PREPARED BY: Lehny M. Corbin *LMC*  
DATE: March 20, 2014

DATE OF MEETING: April 7, 2014  
PHONE: 215-3005

**SUBJECT: REQUEST FOR ISSUANCE OF PROCLAMATIONS FROM THE SAN PABLO CHAMBER OF COMMERCE HONORING DR. DENISE NOLDON AS WOMAN OF THE YEAR; MOHAMMED A. KAHN AS MAN OF THE YEAR; AND CHAPEL OF THE MISSION BELLS WILSON & KRATZER MORTUARIES AS BUSINESS OF THE YEAR; AND PROCLAMATIONS RECOGNIZING MAY 2014 AS BUILDING SAFETY MONTH AND DECLARING THE WEEK OF MAY 18-24, 2014 AS NATIONAL PUBLIC WORKS WEEK.**

APPROVED: \_\_\_\_\_  
DEPARTMENT HEAD      CITY MANAGER      CITY ATTORNEY

## RECOMMENDATION

Approve.

## COMPLIANCE STATEMENTS

### **FY 2013-14 Council Priority Workplan Compliance Statement**

This action is not applicable under the FY 2013-14 Council Priority Workplan, effective July 1, 2013.

### **CEQA Compliance Statement**

This is not a project as defined by CEQA.

## BACKGROUND

See attached.

## FISCAL IMPACT

None

### Departmental Coordination

Comm. Services \_\_\_\_\_  
 Police \_\_\_\_\_

Finance *AK*  
 Public Works \_\_\_\_\_

# SAN PABLO

## Chamber of commerce

Mr. Matt Rodriguez  
City Manager  
One Alvarado Square  
San Pablo, California 94806



March 8, 2014

Dear Mr. Rodriguez:

On the evening of April 19, 2014, the San Pablo Chamber of Commerce will be honoring Denise Noldon, President Contra Costa College as woman of the year, M.A. Kahn, owner Contra Costa Security as man of the year and Chapel of the Mission Bells Wilson & Kratzer Mortuaries as business of the year, at our Installation of Officers Dinner.

It would be greatly appreciated if you or someone from your Office/Organization could make a presentation to the honoree's on this very special occasion.

If there is no one available to make the presentation, someone from the San Pablo Chamber of Commerce would be happy to make them for you providing you could get the information to us.

The event will be held at the Masonic Lodge, 5050 El Portal Drive, El Sobrante, (El Portal Drive near the corner of San Pablo Dam Road) with the social hour beginning at 6:00PM and dinner at 7:00PM.

We are enclosing biographical information on the recipients to assist you in putting together information for a presentation.

Thank you for your consideration of our request.

Sincerely,

A handwritten signature in black ink, appearing to read "Ian Wright".

Ian Wright, President  
San Pablo Chamber of Commerce

P.O. Box 6204, San Pablo, California 94806 [Sanpablochamber@msn.com](mailto:Sanpablochamber@msn.com)

BIO for Dr. Denise Noldon

Dr. Noldon currently serves as the president of Contra Costa College. A local product, Dr. Noldon grew up in Berkeley graduating from Berkeley High School. She earned undergraduate degrees in Psychology and Black Studies, and a Master's degree in Counseling and Student Development in Higher Education at California State University Long Beach. She obtained her Ph.D. in College Student Personnel Administration at the University of Maryland at College Park.

Prior to serving in her current position, Dr. Noldon served as the Vice President of Student Development and Enrollment Management at Folsom Lake (Community) College, Dean of Counseling and Matriculation at Chabot College, EOPS/CARE Counselor/Coordinator at Las Positas College. While pursuing her doctorate, Dr. Noldon served as an adjunct counselor at Montgomery College (Takoma Park, MD) and worked as a Research Assistant at the University of Maryland College Park. Additionally, she spent a number of years serving as a counselor with Educational Opportunity and student support programs at California State University Long Beach and California State University Hayward, now CSU East Bay, and she served as the director of Upward Bound at California State University Long Beach.

Dr. Noldon comes to West County with a stellar background in higher education and is known for her honesty, integrity and passion for meeting the needs of students. She maintains current knowledge of legislation and educational trends in order to create positive outcomes for faculty, staff and students. She has extensive experience in the development of strategies that promote student success and community partnerships. Working with students, faculty and staff in a collegial manner is her goal and she is passionate about access and success for all students who enroll at Contra Costa College.

**Bio for: Mohammed A. Kahn**

**Born and raised in the Fiji Islands, attended Auckland University in New Zealand, earned a degree in Law Enforcement. In 1973 moved to the United States, married, have four daughters, three granddaughters and one grandson.**

**In the late eighties Supervisor John Gioia appointed me Commissioner for Alcohol and Drug Abuse.**

**I was one of the original members of the Richmond Community Policing Program.**

**I was appointed by the City of San Pablo as a Safety Commissioner,**

**Retired Police Officer**

**Past President Rod and Gun Club.**

**Past President Fraternal Eagles Lodge of San Pablo.**

**I am the Administrator of the Fraternal Order of the Richmond Moose Lodge.**

**I am a Board member of the Fiji Fina planning yearly Fiji festivals.**

**I have received multiple recognition awards from the cities of Richmond and San Pablo, and I own Contra Costa Security and a bail bonds business servicing different parts of the United States.**

## Business of the Year. Carriage Services

On April 28, 1950 Chapel of the Mission Bells was opened on San Pablo Ave. in San Pablo, CA. It was a combination wedding & funeral service facility with over 10,000 sq. ft. Mission Bells was designed by architect Donald L. Hardison and contractor George Tandy. The funeral home no longer hosts weddings as attitudes have changed and brides have become more selective but 64 years after opening the doors, Chapel of the Mission Bells as a full service mortuary is still assisting families in their darkest hours. We are honored to be selected as San Pablo Chamber of Commerce "Business of the Year 2014".

# *Proclamation of the City of San Pablo*

HONORING

***DENISE NOLDON, Ph.D.***

AS

*SAN PABLO CHAMBER OF COMMERCE  
2014 WOMAN OF THE YEAR*

*WHEREAS, Dr. Denise Noldon, serves as the President of Contra Costa College, and is a product of the Bay Area, having grown up in Berkeley, California;*

*WHEREAS, Dr. Noldon earned her undergraduate degrees in Psychology and Black Studies, a Master's Degree in Counseling and Student Development in Higher Education from California State University at Long Beach, and obtained her Ph.D. in College Student Personnel Administration from the University of Maryland at College Park;*

*WHEREAS, Dr. Noldon served as Vice President of Student Development and Enrollment at Folsom Lake Community College, Dean of Counseling and Matriculation at Chabot College and EOPS/CARE Counselor at Las Positas College;*

*WHEREAS, while pursuing her doctorate, Dr. Noldon served as an adjunct counselor at Montgomery College in Maryland and worked as a research assistant at the University of Maryland at College Park;*

*WHEREAS, Dr. Noldon spent a number of years serving as a counselor with Educational Opportunity and student support programs at California State University at Long Beach and California State University at Hayward (now California State East Bay), and served as the Director of Upward Bound at California State University at Long Beach; and*

*WHEREAS, Dr. Noldon comes to West County with a stellar background in higher education and is known for her honesty, integrity and passion for meeting the needs of students as she maintains current knowledge of legislation and educational trends in order to create positive outcomes for faculty, staff and students, and has extensive experience in the development of strategies that promote student success and community partnerships.*

*NOW, THEREFORE, I, Paul V. Morris, Mayor of the City of San Pablo, on behalf of the City Council, California, hereby join the San Pablo Chamber of Commerce in honoring **Dr. Denise Noldon as 2014 Woman of the Year.***

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of San Pablo to be affixed this 19<sup>th</sup> day of April, 2014.*

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*Paul V. Morris, Mayor*

# *Proclamation of the City of San Pablo*

*HONORING*

***MOHAMMED A. KHAN***

*AS*

*SAN PABLO CHAMBER OF COMMERCE  
2014 MAN OF THE YEAR*

*WHEREAS, Mohammed A. Khan was born and raised in the Fiji Islands;*

*WHEREAS, Mohammed attended Auckland University in New Zealand, where he earned a degree in Law Enforcement;*

*WHEREAS, in 1973, Mohammed moved to the United States, married, and has four daughters, three granddaughters and one grandson;*

*WHEREAS, in the late 1980's, Mohammed was appointed Commissioner for Alcohol and Drug Abuse by Contra Costa County Board of Supervisor John Gioia;*

*WHEREAS, Mohammed was one of the original members of the Richmond Community Policing Program;*

*WHEREAS, Mohammed is a retired police officer;*

*WHEREAS, Mohammed is a past President of the Rod and Gun Club, past President of the Fraternal Eagles Lodge in San Pablo, and is the current Administrator of the Fraternal Order of the Richmond Moose Lodge;*

*WHEREAS, Mohammed is a Board Member of the Fiji Fina and plans yearly Fiji festivals;*  
*and*

*WHEREAS, Mohammed has been a member of the San Pablo Safety Commission since June of 2002.*

***NOW, THEREFORE, I, Paul V. Morris, Mayor of the City of San Pablo, on behalf of the City Council, California, hereby join the San Pablo Chamber of Commerce in honoring Mohammed A. Khan as 2014 Man of the Year.***

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of San Pablo to be affixed this 19<sup>th</sup> day of April, 2014.*

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*Paul V. Morris, Mayor*

*Proclamation of the City of San Pablo*

HONORING

*MISSION BELLS CHAPEL  
WILSON & KRATZER MORTUARIES*

AS

*SAN PABLO CHAMBER OF COMMERCE  
2014 BUSINESS OF THE YEAR*

*WHEREAS, on April 28, 1950, Mission Bells Chapel opened on San Pablo Avenue in San Pablo, California, as a combination wedding and funeral service facility with over 10,000 square feet;*

*WHEREAS, Mission Bells Chapel was designed by local architect Donald L. Hardison and contractor George Tandy & Son; and*

*WHEREAS, while no longer hosting weddings, Mission Bells Chapel remains an affordable, full-service mortuary and continues to provide memorable professional assistance to families in their darkest hours.*

*NOW, THEREFORE, I, Paul V. Morris, Mayor of the City of San Pablo, on behalf of the City Council, California, hereby join the San Pablo Chamber of Commerce in honoring Mission Bells Chapel – Wilson & Kratzer Mortuaries as 2014 Business of the Year.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of San Pablo to be affixed this 19<sup>th</sup> day of April, 2014.*

---

*Paul V. Morris, Mayor*

*Proclamation of the City of San Pablo*  
*Declaring*  
**MAY 2014 as BUILDING SAFETY MONTH**

*Whereas, the City of San Pablo's continuing efforts to address the critical issues of safety, energy efficiency, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;*

*Whereas, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;*

*Whereas, these guardians—dedicated members of the International Code Council—use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;*

*Whereas, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires and earthquakes, and;*

*Whereas, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;*

*Whereas, "Building Safety: Maximizing Resilience, Minimizing Risks" the theme for Building Safety Month 2014, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, backyard safety; energy efficiency and new technologies in the construction industry. Building Safety Month 2014 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,*

*Whereas, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.*

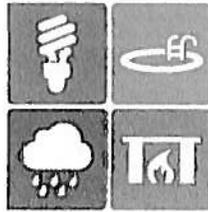
*NOW, THEREFORE, I, Paul V. Morris, Mayor of the City of San Pablo do hereby proclaim the month of May 2014 as **Building Safety Month** and encourage our citizens to join with their communities in participation in Building Safety Month activities.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of San Pablo to be affixed this 7<sup>th</sup> day of April, 2014.*

---

*Paul V. Morris, Mayor*

**BUILDING SAFETY:  
Maximizing Resilience, Minimizing Risks**



**BUILDING  
SAFETY  
MONTH**

MAY 2014

INTERNATIONAL CODE COUNCIL

# *Proclamation*

**Building Safety Month — May, 2014**

*Whereas, our (City's, Town's, County's, State's) continuing efforts to address the critical issues of safety, energy efficiency, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;*

*Whereas, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;*

*Whereas, these guardians—dedicated members of the International Code Council—use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;*

*Whereas, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires and earthquakes, and;*

*Whereas, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;*

*Whereas, "Building Safety: Maximizing Resilience, Minimizing Risks" the theme for Building Safety Month 2014, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, backyard safety; energy efficiency and new technologies in the construction industry. Building Safety Month 2014 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,*

*Whereas, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.*

*NOW, THEREFORE, I, \_\_\_\_\_, (Mayor, Supervisor, Commissioner, Governor) of the (City, Town, County, State) of \_\_\_\_\_, do hereby proclaim the month of May 2014 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.*

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Signature

[Home - Building Safety Month](#)

Founded by the International Code Council (ICC), Building Safety Month (BSM) is celebrated by jurisdictions worldwide during the month of May.

Building Safety Month is a public awareness campaign offered each year to help individuals, families and businesses understand what it takes to create and sustain safe and sustainable structures. The campaign reinforces the need for adoption of modern, model building codes, a strong and efficient system of code enforcement and a well trained professional workforce to maintain the system.

The campaign is presented by the ICC and its 50,000 members worldwide along with a diverse partnership of professionals from the building construction, design and safety community. Corporations, government agencies, professional associations, nonprofits and more come together to support Building Safety Month because they understand the need for safe and sustainable structures where we live, work and play.



## Theme

This year's theme is **BUILDING SAFETY: Maximizing Resilience, Minimizing Risks**. Each week of Building Safety Month spotlights a specific area of building safety.

### Weekly Theme:

**Week One // May 5-11, 2014**

**Code Officials: Keeping Fire in its Place**

**Week Two // May 12-18, 2014**

**Code Officials: Helping Homeowners Weather the Storm**

**Week Three // May 19-25, 2014**

**Code Officials: Surround Your House with Safety**

**Week Four // May 26-31, 2014**

**Code Officials: Building A Brighter, More Efficient Tomorrow**

## History of Building Safety Month

For the last 34 years the 50,000 worldwide Members of the ICC have celebrated advances in constructing safe, sustainable, affordable and resilient buildings and homes. The ongoing support of Building Safety Month and the important role code officials play in public safety in the built environment comes from the President of the United States, governors, mayors, county executives and other government officials and construction industry professionals. The Building Safety Month campaign helps to improve public safety by increasing awareness about how building codes and code officials improve and protect the places where we live, learn, work, worship and play.

## Help to Promote Building Safety Month

Building Safety Month depends on the efforts of individuals like you. ICC will provide several resources to assist you in promoting Building Safety Month in your community. These resources will include strategies on how to set up a Building Safety Month event, a fill-in news release, a sample proclamation, kid's activity pages, stickers, brochures, pencils and more. Many resources are available for free download and others may be purchased from the ICC Store.

Consider these tips to Promote Building Safety Month in your community:

- Promote BSM through your Chapter activities.
- Set up an information booth at city hall or a local hardware store.
- Visit a school and give a presentation about building safety.
- Post local information on your website.
- Send a news release to newspapers, and radio and television stations.
- Encourage local media to cover Building Safety Month activities and send public service announcements to local radio and television stations.
- Public information officers, city managers, or mayors could also arrange to appear on a talk/community information show through your local television or radio stations.
- Include a call-in question-and-answer session as part of the program to generate even more interest.
- Be sure to also invite your local media to any scheduled events you plan during the month and post on your social media websites.

## Proclamations

Building Safety Month has earned the highest recognition in the past three years with Presidential Proclamations from [President Barack Obama](#).

You can expand recognition for 2014 Building Safety Month with an official proclamation from your local, state and national leaders.

Download the 2014 Building Safety Month Proclamation in [Word](#) and [PDF](#).

## Who Needs Building Codes

All communities need building codes to protect their citizens from disasters like fires, weather-related events and structural collapse. Model building codes are society's best way of protecting homes, offices, schools, manufacturing facilities, stores and entertainment venues. Code officials work day in and day out to keep the public safe. Building Safety Month is a month-long celebration of all aspects of building safety that helps families, employers and leaders understand and appreciate the best practices that keep the places where we live, work and play safe.

## 2013 Building Safety Month

Review activities from 2013 Building Safety Month [here](#).

# CITY OF SAN PABLO

## PROCLAMATION

### "NATIONAL PUBLIC WORKS WEEK"

*May 18 through May 24, 2014*

*WHEREAS, National Public Works Week, instituted in 1960 by the American Public Works Association, is a celebration of tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works;*

*WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives;*

*WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection;*

*WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services;*

*WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction is vitally dependent upon the efforts and skill of public works officials; and*

*WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.*

*NOW, THEREFORE, I, Paul V. Morris, Mayor of the City of San Pablo, and on behalf of the City Council, do hereby proclaim the week of May 18 through May 24, 2014, as "National Public Works Week," and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which Public Works officials make every day to our health, safety, comfort and quality of life.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of San Pablo to be affixed this 7<sup>th</sup> day of April, 2014.*

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*Paul V. Morris, Mayor*

# REQUEST FOR CITY COUNCIL ACTION



CITY of SAN PABLO  
City of New Directions

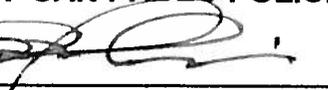
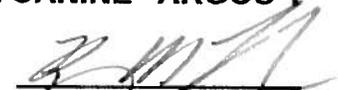
PREPARED BY: Sgt. M. von Millanich

DATE OF MEETING: April 7, 2014

DATE: March 12, 2014

PHONE: (510) 215-3171

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY SAN PABLO  
AUTHORIZING THE SALE OF SAN PABLO POLICE CANINE "ARGOS"

APPROVED:     
DEPARTMENT HEAD      CITY MANAGER      CITY ATTORNEY

## RECOMMENDATION

The City Manager recommends adoption of said Resolution.

## COMPLIANCE STATEMENTS

### **FY 2013-14 Council Priority Workplan Compliance Statement**

The Budget Spending Controls and K-9 Program are adopted policy items under the FY 2013-15 Council Priority Workplan, effective July 1, 2013.

### **CEQA Compliance Statement**

This is not a project as defined by CEQA

## BACKGROUND

Officer Enrik Melgoza was selected as a Canine Handler May 28, 2009, and was paired with canine "Argos", who was previously assigned to another handler.

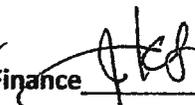
Officer Melgoza and Argos worked as a team for five years, making numerous felony arrests. They were also instrumental in a number of searches for narcotics, suspects and the seizure of drug money.

After seven years of service to the City of San Pablo, Argos is to be retired in April 2014, due to his age.

To reduce the likelihood of any possible liability to the City, it is recommended that K-9 Argos be sold to Officer Melgoza for the sum of one dollar (\$1.00), consistent with Section 3.16.120A of the Municipal Code.

### Departmental Coordination

Dev. Services \_\_\_\_\_

Finance 

Police \_\_\_\_\_

Public Works \_\_\_\_\_

**FISCAL IMPACT**

No Impact. The total cost of this request is \$0.00.

**DOUCMENTS ATTACHED:**

None.

**Departmental Coordination**

Dev. Services \_\_\_\_\_

Finance \_\_\_\_\_

Police \_\_\_\_\_

Public Works \_\_\_\_\_

**RESOLUTION 2014-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO  
DECLARING THE AGREEMENT BETWEEN POLICE OFFICER ENRIK  
MELGOZA AND THE CITY OF SAN PABLO RELATING TO THE PURCHASE  
OF A POLICE K-9.**

This agreement is made by and between the City of San Pablo, hereinafter "City" and San Pablo Police Officer Enrik Melgoza, hereinafter "Officer" according to the below referenced understandings, terms and conditions.

WHEREAS, Officer is a police officer with the City of San Pablo and was assigned to the K-9 unit as a K-9 officer; and

WHEREAS, the City of San Pablo reassigned a dog named Argos to be used in the K-9 program and assigned to Officer; and

WHEREAS, Officer utilized Argos in the K-9 program for five years; and

WHEREAS, Argos has served the department for seven years as a protection K-9; and

WHEREAS, Argos is approximately 9 years old and the police department has determined that Argos is no longer serviceable; and

WHEREAS, Officer has requested permission to purchase Argos; and

WHEREAS, the City is agreeable to selling Argos to Officer according to the terms and conditions set forth herein;

NOW THEREFORE, in considerations of the mutual promises hereinafter set forth, City and Officer agree as follows:

1. The City will sell Argos to Officer for the sum of one dollar (\$1.00)
2. Officer agrees that he will assume all responsibility for the care, feeding, handling, training, keeping and all other responsibilities associated with Argos after the effective date of this agreement.
3. Officer agrees that the City shall have no further responsibility of any type whatsoever associated with Argos after the date of this agreement.
4. Officer agrees to defend, indemnify and defend the City from any claims, suits, actions or complaints of any type associated in any manner with Argos which might arise after the effective date of this agreement.

5. Officer acknowledges and agrees that he has no claim whatsoever against the City, of any type, relating in any manner to Argos which arose prior to the effective date of this agreement.
6. Officer warrants and represents to the City that he has suitable accommodations at his residence for the care and keeping of Argos and will take reasonable steps to assure that he will continue to have suitable accommodations at his residence for the care and keeping of Argos in the future.
7. This agreement contains the entire agreements between the parties and no representations have been made by any of the parties or their representative, except as are contained herein and any representations not expressed herein are invalid and unenforceable.
8. This agreement is valid on the effective date and the signature of the City Manager and may not be modified thereafter, except in writing signed by the parties.

\*\*\*\*\*

ADOPTED this 7th day of April, 2014, by the following vote to wit:

AYES:           COUNCILMEMBERS:  
NOES:           COUNCILMEMBERS:  
ABSENT:        COUNCILMEMBERS:  
ABSTAIN:       COUNCILMEMBERS:

ATTEST:

APPROVED:

\_\_\_\_\_  
Ted J. Denney, City Clerk

\_\_\_\_\_  
Paul Morris, Mayor

**AGREEMENT BETWEEN POLICE OFFICER  
ENRIK MELGOZA AND THE CITY OF SAN PABLO  
RELATING TO THE PURCHASE OF A POLICE K-9**

This agreement is made by and between the City of San Pablo, hereinafter "City" and San Pablo Police Officer Enrik Melgoza, hereinafter "Officer" according to the below referenced understandings, terms and conditions.

WHEREAS, Officer is a police officer with the City of San Pablo and is assigned to the K-9 unit as a K-9 officer; and

WHEREAS, the City of San Pablo reassigned a dog named Argos to be used in the K-9 program and assigned to Officer; and

WHEREAS, Officer utilized Argos in the K-9 program for over four years; and

WHEREAS, Argos has served the department for seven years as a protection K-9; and

WHEREAS, Argos is approximately 9 years old and the police department has determined that Argos is no longer serviceable; and

WHEREAS, Officer has requested permission to purchase Argos; and

WHEREAS, the City is agreeable to selling Argos to Officer according to the terms and conditions set forth herein;

NOW THEREFORE, in considerations of the mutual promises hereinafter set forth, City and Officer agree as follows:

1. The City will sell Argos to Officer for the sum of one dollar (\$1.00)
2. Officer agrees that he will assume all responsibility for the care, feeding, handling, training, keeping and all other responsibilities associated with Argos after the effective date of this agreement.
3. Officer agrees that the City shall have no further responsibility of any type whatsoever associated with Argos after the date of this agreement.
4. Officer agrees to defend, indemnify and defend the City from any claims, suits, actions or complaints of any type associated in any manner with Argos which might arise after the effective date of this agreement.
5. Officer acknowledges and agrees that he has no claim whatsoever against the City, of any type, relating in any manner to Argos which arose prior to the effective date of this agreement.

6. Officer warrants and represents to the City that he has suitable accommodations at his residence for the care and keeping of Argos and will take reasonable steps to assure that he will continue to have suitable accommodations at his residence for the care and keeping of Argos in the future.
7. This agreement contains the entire agreements between the parties and no representations have been made by any of the parties or their representative, except as are contained herein and any representations not expressed herein are invalid and unenforceable.
8. This agreement is valid on the effective date and the signature of the City Manager and may not be modified thereafter, except in writing signed by the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed on this 7th day of April, 2014.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Enrik Melgoza, Officer

Dated: \_\_\_\_\_

\_\_\_\_\_  
Matt Rodriguez, City Manager

Approved as to form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brian Libow, City Attorney

# REQUEST FOR CITY COUNCIL ACTION



CITY OF SAN PABLO  
*City of New Directions*

PREPARED BY: LaTanya Fisher, Executive Asst. DATE OF MEETING: April 7, 2014

DATE: March 31, 2014

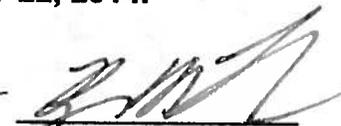
PHONE: (510) 215-3006

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING FEE WAIVER FOR USE OF THE MAPLE HALL FOR CONTRA COSTA COLLEGE'S PUENTE PROJECT END OF THE YEAR CELEBRATION EVENT HELD ON THURSDAY, MAY 22, 2014.

APPROVED:

  
DEPARTMENT HEAD

  
CITY MANAGER

  
CITY ATTORNEY

## RECOMMENDATION

Authorize Fee Waiver. The City Manager recommends adoption of said Resolution.

## COMPLIANCE STATEMENTS

### FY 2013-14 Council Priority Workplan Compliance Statement

*Fiscal Resiliency Policies: Spending Cap & Facility Use Policy for Maple Hall Waivers and Spending Cap & Special Event Sponsorships (Discretionary Spending) are adopted policy items under the FY 2013-14 Council Priority Workplan, effective July 1, 2013.*

### CEQA Compliance Statement

This is not a project as defined by CEQA.

## BACKGROUND

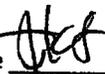
On February 24, 2014, the City Manager's Office received a request from Ms. Maritza Jackson Sandoval, Puente Project Counselor for Contra Costa College's Puente Project to hold their end of year celebration at Maple Hall on Thursday, May 22, 2014.

The Puente Project at Contra Costa College is a statewide transfer program that increases the number of educationally underserved students who transfer to a university and then return to their communities as leaders and mentors. Each year the Puente Project celebrates and honor those students completing their first year in Puente and those transferring to a university. They expect to host approximately 110 guests which includes students, faculty, administration, mentors and community leaders.

Since the college is currently under construction and there is limited campus space available to host their event, the Puente Project will host their event at Maple Hall.

Departmental Coordination

Dev. Services \_\_\_\_\_  
 Police \_\_\_\_\_

Finance  \_\_\_\_\_  
 Public Works \_\_\_\_\_

**FISCAL IMPACT**

A total of \$947.40 for the use of Maple Hall facility includes use fees; deposits, insurance requirement and staff. A total of \$25,000 has been budgeted and earmarked for Maple Hall Waivers under the Adopted FY 2013-15 Two-Year Biennial Operating Budget – City Council Department (100-1110-44050). The authorized Maple Hall fee waiver in the amount of \$740.00 will be deducted from this expense balance leaving a remaining balance of \$9,073 for the remainder of FY 2013-14 period for future waiver authorizations by the City Council.

<b>Item</b>	<b>Rate/hour</b>	<b># of hour</b>	<b>Cost</b>
Application Fee	\$15 flat fee		*\$15
Maple Hall Base Rental	\$0/hour (Group Rate)	5 hours	*\$150
Building Attendant & Set up	\$20/hour	5 hours	\$100
Security Deposit)	\$500 flat fee		*\$500
Liability Insurance			\$107.40
Use of PA System	\$75 flat fee		*\$75
<b>*Total Fees Waived</b>			<b>\$740.00</b>
<b>Applicant Amount</b>			<b>\$947.40</b>

**RESOLUTION 2014-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING FEE WAIVER FOR USE OF THE MAPLE HALL FOR CONTRA COSTA COLLEGE'S PUENTE PROJECT END OF THE YEAR CELEBRATION EVENT HELD ON THURSDAY, MAY 22, 2014.**

WHEREAS, *Fiscal Resiliency Polices: Spending Cap & Facility Use Policy for Maple Hall Waivers and Spending Cap & Special Event Sponsorships (Discretionary Spending)* are adopted policy item under the FY 2013-15 Council Priority Workplan, effective July 1, 2013; and

WHEREAS, on February 24, 2014, the City Manager's Office receive a request from Ms. Maritza Jackson Sandoval, Puente Project Counselor to hold their end of the year celebration at Maple Hall on Thursday, May 22, 2014; and

WHEREAS, the Puente Project at Contra Costa College is a statewide transfer program that increases the number of educationally underserved students who transfer to a university and then return to their communities as leaders and mentors; and

WHEREAS, each year the Puente Project celebrates and honor those students completing their first year in Puente and those transferring to a university; and

WHEREAS, they expect to host approximately 110 guests which includes students, faculty, administration, mentors and community leaders; and

WHEREAS, since Contra Costa College is currently under construction and there is limited campus space available to host their event, the Puente Project will host their event at Maple Hall; and

WHEREAS, a total of \$25,000 has been budgeted and earmarked for Maple Hall Waivers under the Adopted FY 2013-15 Two-Year Biennial Operating Budget – City Council Department (100-1110-44050); and

NOW THEREFORE, BE IT RESOLVED that the foregoing recitations are true and correct, and are included herein by reference as findings.

BE IT FURTHER RESOLVED that the authorized Maple Hall fee waiver in the amount of \$740.00 will be deducted from this expense balance leaving a remaining balance of \$9,073 for the remainder of FY 2013-14 period for future waiver authorizations by the City Council.

\* \* \* \* \*

Adopted this 7<sup>th</sup> day of April, 2014, by the following vote to wit:

AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:  
ABSTAIN: COUNCILMEMBERS:

ATTEST:

APPROVED:

\_\_\_\_\_  
Ted J. Denney, City Clerk

\_\_\_\_\_  
Paul V. Morris, Mayor

# Community Grants and Special Events Line-item (100-1110-44050)

## FY 2013/14 City Council Budget

<u>Maple Hall Fee Waivers</u>		<u>Special Event Annual Sponsorship</u>		<u>Request</u>	<u>Total Avail</u>	<u>CC Agenda</u>	<u>Request</u>	<u>Total Avail</u>	<u>CC Agenda</u>
1	FY 2013/14 Budget Adoption	\$ 25,000	\$ 25,000	\$	\$ 25,000	6/3/13	\$ 15,000	\$ 15,000	6/3/13
2	Courageous Women Association	\$ 1,050	\$ 23,950	\$	\$ 23,950	7/15/13	\$ 2,500	\$ 12,500	8/5/13
3	CoCo County Library Town Hall Mtg	\$ 203	\$ 23,747	\$	\$ 23,747	8/5/13	\$ 2,500	\$ 10,000	9/3/2013
4	Coco County Mental Health Retreat	\$ -	\$ 23,747	\$	\$ 23,747	9/3/2013	\$ 320	\$ 9,680	9/3/2013
5	Rotary - Ragin Cajun	\$ 1,425	\$ 22,322	\$	\$ 22,322	9/3/2013	\$ 240	\$ 9,440	9/16/2013
6	SP Cowboy Youth Assn. (Madeira Room)	\$ 823	\$ 21,499	\$	\$ 21,499	12/2/2013	\$ 5,000	\$ 4,440	9/16/2013
7	SP Baseball Assn. (Maple Hall)	\$ 823	\$ 20,676	\$	\$ 20,676	1/13/14	\$ 1,000	\$ 3,440	9/16/2013
8	Rotary-7th ann'l holiday dinner (Davis Park)	\$ 865	\$ 19,811	\$	\$ 19,811	1/13/14	\$ 3,000	\$ 440	9/16/2013
9	One Circle Found. Girls Circle Training	\$ 1,283	\$ 18,528	\$	\$ 18,528	2/3/14	\$ (5,000)	\$ 5,440	3/17/14
10	SP Baseball Assn. (Maple Hall)	\$ 615	\$ 17,913	\$	\$ 17,913	2/3/14	\$ 1,000	\$ 4,440	3/17/14
11	SP Youth Soccer Club Registration	\$ 965	\$ 16,948	\$	\$ 16,948	2/3/14	\$ 1,000	\$ 3,440	
12	The Watershed Project/Recyclemore	\$ 635	\$ 16,313	\$	\$ 16,313	3/3/14	\$	\$	
13	Transfer to Sponsorship	\$ 5,000	\$ 11,313	\$	\$ 11,313	3/17/14	\$ 320	\$ 3,120	4/7/2014
14	Night in Tuscany	\$ 1,500	\$ 9,813	\$	\$ 9,813	3/17/14	\$	\$	
15	Contra Costa College Puente Project	\$ 740	\$ 9,073	\$	\$ 9,073	4/7/14	\$	\$	
16		\$	\$ 9,073	\$	\$ 9,073		\$	\$	
17		\$	\$ 9,073	\$	\$ 9,073		\$	\$	
18		\$	\$ 9,073	\$	\$ 9,073		\$	\$	
19		\$	\$ 9,073	\$	\$ 9,073		\$	\$	
20		\$	\$ 9,073	\$	\$ 9,073		\$	\$	
21		\$	\$ 9,073	\$	\$ 9,073		\$	\$	
22		\$	\$ 9,073	\$	\$ 9,073		\$	\$	
23		\$	\$ 9,073	\$	\$ 9,073		\$	\$	
24		\$	\$ 9,073	\$	\$ 9,073		\$	\$	
25		\$	\$ 9,073	\$	\$ 9,073		\$	\$	
				<b>TOTAL COMBINED AVAILABLE BALANCE</b>	<b>\$ 12,193</b>				

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# REQUEST FOR CITY COUNCIL ACTION



CITY of SAN PABLO  
*City of New Directions*

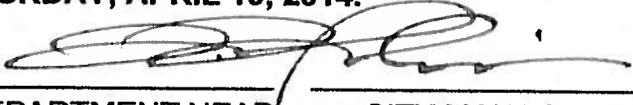
PREPARED BY: LaTanya Fisher, Executive Asst. DATE OF MEETING: April 7, 2014

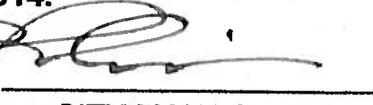
DATE: March 31, 2014

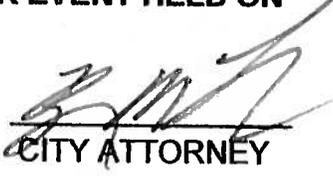
PHONE: (510) 215-3006

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING \$320.00 TABLE SPONSORSHIP FOR THE SAN PABLO CHAMBER OF COMMERCE INSTALLATION DINNER EVENT HELD ON SATURDAY, APRIL 19, 2014.

APPROVED:

  
DEPARTMENT HEAD

  
CITY MANAGER

  
CITY ATTORNEY

## RECOMMENDATION

Adopt Resolution.

## COMPLIANCE STATEMENTS

### FY 2013-14 Council Priority Workplan Compliance Statement

*Fiscal Resiliency Policies: Spending Cap & Facility Use Policy for Maple Hall Waivers and Spending Cap & Special Event Sponsorships (Discretionary Spending) are adopted policy items under the FY 2013-14 Council Priority Workplan, effective July 1, 2013.*

### CEQA Compliance Statement

This is not a project as defined by CEQA.

## BACKGROUND

The San Pablo Chamber of Commerce will host the "Installation Dinner and Man, Woman and Business of the Year" recognition event on Saturday, April 19, 2014 at the Masonic Lodge. This event recognizes those individuals who exemplify community involvement and demonstrate exceptional commitment to the San Pablo community and the business of the year will also be recognized for their achievements in building their business and contributions to the community. City of San Pablo will show support by sponsoring a table for their annual event and their choice of honorees.

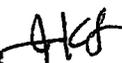
## FISCAL IMPACT

A total of \$15,000 has been budgeted and earmarked for Event Annual Sponsorship under the Adopted FY 2013-15 Two-Year Biennial Operating Budget – City Council Department (100-1110-44050). The authorized sponsorship in the amount of \$320.00 will be deducted from this expense balance leaving a remaining balance of \$3,120 for the remainder of FY 2013-14 period for future waiver authorizations by the City Council.

Departmental Coordination

Dev. Services \_\_\_\_\_

Police \_\_\_\_\_

Finance  \_\_\_\_\_

Public Works \_\_\_\_\_

**RESOLUTION 2014-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING \$320.00 TABLE SPONSORSHIP FOR THE SAN PABLO CHAMBER OF COMMERCE INSTALLATON DINNER EVENT HELD ON SATURDAY, APRIL 19, 20142014.**

WHEREAS, *Fiscal Resiliency Polices: Spending Cap & Facility Use Policy for Maple Hall Waivers and Spending Cap & Special Event Sponsorships (Discretionary Spending)* are adopted policy item under the FY 2013-15 Council Priority Workplan, effective July 1, 2013; and

WHEREAS, the San Pablo Chamber of Commerce will host the "Installation Dinner and Man, Woman, and Business of the Year" recognition event on Saturday, April 19, 2014 at the Masonic Lodge.

WHEREAS, this event recognizes those individuals who exemplify community involvement and demonstrate exceptional commitment to the San Pablo community and the business of the year will also be recognized for their achievements in building their business and contributions to the community.

WHEREAS, City of San Pablo will show support by sponsoring a table for their annual event and their choice of honorees.

WHEREAS, a total of \$15,000 has been budgeted and earmarked for Event Annual Sponsorship under the Adopted FY 2013-15 Two-Year Biennial Operating Budget – City Council Department (100-1110-44050); and

NOW THEREFORE, BE IT RESOLVED that the foregoing recitations are true and correct, and are included herein by reference as findings.

BE IT FURTHER RESOLVED, that the authorized sponsorship in the amount of \$320.00 will be deducted from this expense balance leaving a remaining balance of \$3,120.00 for the remainder of FY 2013-14 period for future waiver authorizations by the City Council.

\*\*\*\*\*

Adopted this 7<sup>th</sup> day of April, 2014, by the following vote to wit:

AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:  
ABSTAIN: COUNCILMEMBERS:

ATTEST:

APPROVED:

\_\_\_\_\_  
Ted J. Denney, City Clerk

\_\_\_\_\_  
Paul V. Morris, Mayor



# Community Grants and Special Events Line-item (100-1110-44050) FY 2013/14 City Council Budget

<u>Maple Hall Fee Waivers</u>		<u>Special Event Annual Sponsorship</u>		<u>Request</u>	<u>Total Avail</u>	<u>CC Agenda</u>	<u>Request</u>	<u>Total Avail</u>	<u>CC Agenda</u>
1	FY 2013/14 Budget Adoption	25,000	6/3/13	\$	25,000	6/3/13	\$	15,000	6/3/13
2	Courageous Women Association	1,050	7/15/13	\$	23,950	7/15/13	\$	2,500	8/5/13
3	CoCo County Library Town Hall Mtg	203	8/5/13	\$	23,747	8/5/13	\$	2,500	9/3/2013
4	Coco County Mental Health Retreat	-	9/3/2013	\$	23,747	9/3/2013	\$	320	9/3/2013
5	Rotary - Ragin Cajun	1,425	9/3/2013	\$	22,322	9/3/2013	\$	240	9/16/2013
6	SP Cowboy Youth Assn. (Madeira Room)	823	12/2/2013	\$	21,499	12/2/2013	\$	5,000	9/16/2013
7	SP Baseball Assn. (Maple Hall)	823	1/13/14	\$	20,676	1/13/14	\$	1,000	9/16/2013
8	Rotary-7th ann'l holiday dinner (Davis Park)	865	1/13/14	\$	19,811	1/13/14	\$	3,000	9/16/2013
9	One Circle Found. Girls Circle Training	1,283	2/3/14	\$	18,528	2/3/14	\$	(5,000)	3/17/14
10	SP Baseball Assn. (Maple Hall)	615	2/3/14	\$	17,913	2/3/14	\$	1,000	3/17/14
11	SP Youth Soccer Club Registration	965	2/3/14	\$	16,948	2/3/14	\$	1,000	4/7/2014
12	The Watershed Project/Recyclemore	635	3/3/14	\$	16,313	3/3/14	\$	320	
13	Transfer to Sponsorship	5,000	3/17/14	\$	11,313	3/17/14	\$		
14	Night in Tuscany	1,500	3/17/14	\$	9,813	3/17/14	\$		
15	Contra Costa College Puento Project	740	4/7/14	\$	9,073	4/7/14	\$		
16				\$	9,073		\$		
17				\$	9,073		\$		
18				\$	9,073		\$		
19				\$	9,073		\$		
20				\$	9,073		\$		
21				\$	9,073		\$		
22				\$	9,073		\$		
23				\$	9,073		\$		
24				\$	9,073		\$		
25				\$	9,073		\$		
					<b>\$ 12,193</b>				

**TOTAL COMBINED AVAILABLE BALANCE**

# REQUEST FOR CITY COUNCIL ACTION



CITY of SAN PABLO  
*City of New Directions*

PREPARED BY: Christine Jung, Admin. Intern      DATE OF MEETING: April 7, 2014

DATE: March 20, 2014

PHONE: (510) 215-3008

**SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING \$1,000 SPONSORSHIP FOR BIKE EAST BAY'S 20<sup>TH</sup> ANNUAL BIKE TO WORK DAY ON THURSDAY, MAY 8, 2014**

APPROVED: M. D. Wolf, MPA      [Signature]      [Signature]  
DEPARTMENT HEAD      CITY MANAGER      CITY ATTORNEY

## **RECOMMENDATION**

Adopt Resolution.

## **COMPLIANCE STATEMENTS**

### **FY 2013-14 Council Priority Workplan Compliance Statement**

*Fiscal Resiliency Policies: Spending Cap & Facility Use Policy for Maple Hall Waivers and Spending Cap & Special Event Sponsorships (Discretionary Spending) are adopted policy items under the FY 2013-14 Council Priority Workplan, effective July 1, 2013.*

### **CEQA Compliance Statement**

This is not a project as defined by CEQA.

## **BACKGROUND**

On February 18<sup>th</sup>, the City Manager's Office received a request from Renee Rivera, Executive Director of Bike East Bay requesting sponsorship for their 20<sup>th</sup> Annual Bike to Work Day event scheduled for Thursday, May 8<sup>th</sup>, 2014. Bike to Work Day is the premier regional bike event of the year.

Bike East Bay seeks to increase bicycling to improve the health and quality of life of all residents, reduce environmental impacts and make our streets and communities vibrant places to live, work and place. Since 1972, Bike East Bay has advocated for, helped pass, and established various bicycle-related initiatives like Contra Costa County's Measure J and lifting BART's rush hour ban on bikes. Various sponsorship levels of Bike to Work Day helps provide Bike East Bay with the resources to promote bicycling as an everyday means of transportation for all residents of the East Bay. Support goes directly to the creation and distribution of promotional materials such as Bike to School Day stickers and Bike to Work Day posters as well as supports volunteer coordination and incentives for bicyclists.

Departmental Coordination

Dev. Services \_\_\_\_\_  
 Police \_\_\_\_\_

Finance [Signature]  
 Public Works \_\_\_\_\_

**FISCAL IMPACT**

A total of \$15,000 has been budgeted and earmarked for Event Annual Sponsorship under the Adopted FY 2013-15 Two-Year Biennial Operating Budget – City Council Department (100-1110-44050). The authorized sponsorship in the amount of \$1,000 will be deducted from this expense balance leaving a remaining balance of \$3,440 for the remainder of FY 2013-14 period for future waiver authorizations by the City Council.

**RESOLUTION 2014-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING \$1,000 SPONSORSHIP FOR BIKE EAST BAY'S 20<sup>TH</sup> ANNUAL BIKE TO WORK DAY ON MAY 8, 2014.**

WHEREAS, *Fiscal Resiliency Polices: Spending Cap & Facility Use Policy for Maple Hall Waivers and Spending Cap & Special Event Sponsorships (Discretionary Spending)* are adopted policy item under the FY 2013-15 Council Priority Workplan, effective July 1, 2013; and

WHEREAS, on February 18, 2014, the City Manager's Office received a request from Renee Rivera, Executive Director of Bike East Bay requesting sponsorship for their 20<sup>th</sup> Annual Bike to Work Day event scheduled for Thursday, May 8, 2014; and

WHEREAS, the event is the premier regional bike event of the year; and

WHEREAS, Bike East Bay seeks to increase bicycling to improve the health and quality of life of all residents, reduce environmental impacts and make our streets and communities vibrant places to live, work and place; and

WHEREAS, since 1972, Bike East Bay has advocated for, helped pass, and established various bicycle-related initiatives like Contra Costa County's Measure J and lifting BART's rush hour ban on bikes; and

WHEREAS, various sponsorship levels of Bike to Work Day helps provide Bike East Bay with the resources to promote bicycling as an everyday means of transportation for all residents of the East Bay. Support goes directly to the creation and distribution of promotional materials such as Bike to School Day stickers and Bike to Work Day posters as well as supports volunteer coordination and incentives for bicyclists; and

WHEREAS, a total of \$15,000 has been budgeted and earmarked for Event Annual Sponsorship under the Adopted FY 2013-15 Two-Year Biennial Operating Budget – City Council Department (100-1110-44050); and

NOW THEREFORE, BE IT RESOLVED that the foregoing recitations are true and correct, and are included herein by reference as findings.

BE IT FURTHER RESOLVED, that the authorized sponsorship in the amount of \$1,000 will be deducted from this expense balance leaving a remaining balance of \$3,440 for the remainder of FY 2013-14 period for future waiver authorizations by the City Council.

\*\*\*\*\*

Adopted this 7<sup>th</sup> day of April, 2014, by the following vote to wit:

AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:  
ABSTAIN: COUNCILMEMBERS:

ATTEST:

APPROVED:

---

Ted J. Denney, City Clerk

---

Paul V. Morris, Mayor

# Community Grants and Special Events Line-item (100-1110-44050)

## FY 2013/14 City Council Budget

Maple Hall Fee Waivers		Request	Total Avail	CC Agenda	Special Event Annual Sponsorship		Request	Total Avail	CC Agenda
1	FY 2013/14 Budget Adoption	\$ 25,000	\$ 25,000	6/3/13	1	FY 2013/14 Budget Adoption	\$ 15,000	\$ 15,000	6/3/13
2	Courageous Women Association	\$ 1,050	\$ 23,950	7/15/13	2	CC College Golf Tourney	\$ 2,500	\$ 12,500	8/5/13
3	CoCo County Library Town Hall Mtg	\$ 203	\$ 23,747	8/5/13	3	North Richmond Shoreline Festival	\$ 2,500	\$ 10,000	9/3/2013
4	Coco County Mental Health Retreat	\$ -	\$ 23,747	9/3/2013	4	San Pablo Chamber Lifetime Achievmt	\$ 320	\$ 9,680	9/3/2013
5	Rotary - Regin Cajun	\$ 1,425	\$ 22,322	9/3/2013	5	4th Annual Youth Summit (Davis Park)	\$ 240	\$ 9,440	9/16/2013
6	SP Cowboy Youth Assn. (Madeira Room)	\$ 823	\$ 21,499	12/2/2013	6	Lytton Casino Annual Golf Tournament	\$ 5,000	\$ 4,440	9/16/2013
7	SP Baseball Assn. (Maple Hall)	\$ 823	\$ 20,676	1/13/14	7	Weigh of Life Fundraiser	\$ 1,000	\$ 3,440	9/16/2013
8	Rotary-7th ann'l holiday dinner (Davis Park)	\$ 865	\$ 19,811	1/13/14	8	Los Cenontles Supporting Roots Campaigr	\$ 3,000	\$ 440	9/16/2013
9	One Circle Found. Girls Circle Training	\$ 1,283	\$ 18,528	2/3/14	9	Transfer from Waivers	\$ (5,000)	\$ 5,440	3/17/14
10	SP Baseball Assn. (Maple Hall)	\$ 615	\$ 17,913	2/3/14	10	Ed Fund Gala	\$ 1,000	\$ 4,440	3/17/14
11	SP Youth Soccer Club Registration	\$ 965	\$ 16,948	2/3/14	11	Bike East Bay	\$ 1,000	\$ 3,440	4/7/2014
12	The Watershed Project/Recyclemore	\$ 635	\$ 16,313	3/3/14	12		\$	\$	
13	Transfer to Sponsorship	\$ 5,000	\$ 11,313	3/17/14	13		\$	\$	
14	Night in Tuscany	\$ 1,500	\$ 9,813	3/17/14	14		\$	\$	
15		\$	\$ 9,813		15		\$	\$	
16		\$	\$ 9,813		16		\$	\$	
17		\$	\$ 9,813		17		\$	\$	
18		\$	\$ 9,813		18		\$	\$	
19		\$	\$ 9,813		19		\$	\$	
20		\$	\$ 9,813		20		\$	\$	
21		\$	\$ 9,813		21		\$	\$	
22		\$	\$ 9,813		22		\$	\$	
23		\$	\$ 9,813		23		\$	\$	
24		\$	\$ 9,813		24		\$	\$	
25		\$	\$ 9,813		25		\$	\$	
			\$ 13,253						

**TOTAL COMBINED AVAILABLE BALANCE**

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# REQUEST FOR CITY COUNCIL ACTION



CITY OF SAN PABLO

City of New Directions

PREPARED BY: John Medlock *JM*

DATE OF MEETING: April 7, 2014

DATE: March 26, 2014

PHONE: (510) 215-3063

**SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT IN THE AMOUNT OF \$77,000 TO THE AGREEMENT WITH STUDIO L' IMAGE FOR DESIGN SERVICES AND FABRICATION OVERSIGHT FOR WAYFINDING SIGNAGE TO TRANSIT, KIOSK AND CITY OF SAN PABLO FACILITIES IDENTIFICATION SIGNAGE PROJECT (PW 576)**

APPROVED:

*[Signature]*  
DEPARTMENT HEAD

*[Signature]*  
CITY MANAGER

*[Signature]*  
CITY ATTORNEY

## RECOMMENDATION

Adopt resolution.

## COUNCIL PRIORITY WORKPLAN

Develop Public Facilities for Active Living is an adopted policy item under the FY 2013-14 City Council Priority Workplan.

## CEQA Compliance Statement

Staff evaluation of the project with respect to the California Environmental Quality Act has recommended that it be found to be categorically exempt under Section 15301[c], "Existing Facilities", of the CEQA guidelines, on the basis that the project involves a minor alteration (installation of signage) to existing roadways with no expansion in use. The City Council determined that the project is Categorical Exempt at the June 6, 2011 City Council meeting, and a Notice of Exemption has been filed with the County Clerk.

## BACKGROUND

In June 2012, the City installed new entry monuments and a system of wayfinding signs. The entry monuments are located on main thoroughfares throughout the City. The wayfinding sign system guides travelers to locations such as City Hall, the Police Station, the Hospital, the new West County Health Center, Contra Costa College, the Library, major shopping venues, City parks, etc.

The Contra Costa Transportation for Livable Communities Program (CC-TLC) is one component of the sales tax Measure J. In order to continue with the project, in September 2012, the City of San Pablo applied for a CC-TLC grant and was selected to receive a total

### Departmental Coordination

Comm. Services \_\_\_\_\_

Police \_\_\_\_\_

Finance *[Signature]*

Public Works *[Signature]*

of \$330,750 for the second phase of the City-wide wayfinding sign project. These funds will be available in 2014/15. The second phase of the project will include design, fabrication and installation of wayfinding signs, map kiosks and identification signage to promote awareness of transit options and to guide pedestrians and bicyclists to and from transit and key local destinations.

Staff recommends the development of a coordinated set of transit wayfinding signs, map kiosks and City-owned facilities identification signage be consistent with signage designed and installed during the first phase of the project; and transit wayfinding signs designed for the West Contra Costa Transportation Advisory Committee (WCCTAC).

Based on their experience designing and managing the fabrication process with the first phase of the project; and developing the WCCTAC transit signage, it is the opinion of Staff that the firm of Studio L'Image is best qualified to complete this City of San Pablo project, and a proposal in the amount of \$77,000 for the design services and fabrication oversight of the San Pablo project has been received.

The second phase of the project will include elements from both the WCCTAC and City of Pablo project:

**Item 1:** Implementation of the WCCTAC study recommendations for transit wayfinding signs and map kiosks within the City of San Pablo,  
**WCCTAC Wayfinding Signs to transit** (Number of signs 47 and 3 Kiosk with maps)

• Detail Sign Design	\$22,000
• Detail Design for Kiosk and 3 maps	\$12,000
• Oversee Fabrication and Installation	\$15,000
• Project Expenses	\$3,000
<b>TOTAL ITEM #1</b>	<b>\$52,000</b>

**Item 2:** Implementation of a second phase of the City's program for wayfinding signs along the Rumrill Boulevard corridor on the western side of the City  
**City of San Pablo Wayfinding signs/western edge** (Number of signs 5)

• Analysis/Detail Design/Art File Prep	\$3,000
• Oversee Fabrication and Installation	\$2,000
<b>TOTAL ITEM #2</b>	<b>\$5,000</b>

**Budget Summary:**

• Studio L'Image Design and Oversight Fees:	<b>\$77,000</b>
---	-----------------

**FISCAL IMPACT**

The City was awarded and accepted grant funding in the amount of \$330,750 for this phase of the project. This council action is to execute an amendment with Studio L' Image for additional design and fabrication oversight in the amount of \$77,000 in order to continue with the second phase of the Citywide wayfinding sign project. No additional appropriation is needed.

**Attachments:**

- Exhibit A:** Studio L'Image proposal dated March 18, 2014
- Exhibit B:** Location Map – Locations of WCCTAC Wayfinding signs to Transit
- Exhibit C:** Location Map- City Facility Identification Sign
- Exhibit D:** Vehicular Directional Signs
- Exhibit E:** WCCTAC Signage Project Sign Types
- Exhibit F:** Preliminary Schedule

**PROPOSAL (REVISED)**

DATE: 18 March 2014  
 TO: John Medlock, San Pablo  
 FROM: Sue Labouvie  
 REF: Profession Services Contract for  
 Transit and City Wayfinding Program

This proposal outlines design, production and project management costs and tasks for the Measure J Funds Grant. For sign types and quantities please reference the grant submittal and award.

	<b>FEE</b>
<b>1. WCCTAC Wayfinding Signs</b>	
-Detail Sign Design	\$ 22,000.
-Kiosk and 3 maps	\$ 12,000.
-Oversee Fab/Installation	\$ 15,000.
-Project Expenses	\$ 3,000.
<b>SUBTOTAL</b>	<b>\$ 52,000.</b>
<b>2. San Pablo Wayfinding – Western Edge</b>	
-Analysis/Detail Design/Art File Prep	\$ 3,000.
-Oversee Fab/Installation	\$ 2,000.
<b>SUBTOTAL</b>	<b>\$ 5,000.</b>
<b>3. San Pablo Identification Signage</b>	
-Oversee Fab/Installation	<b>\$ 2,000.</b>
<b>4. Council Presentation, Mock-ups, and Vendor Supervision</b>	<b>\$ 18,000.</b>
<b>TOTAL BUDGET</b>	<b>\$ 77,000.</b>
<b>Advance Payment Request</b>	<b>\$ 30,000.</b>

environmental graphics,  
planning & design

121 west 27th street  
 suite 705  
 new york ny 10001  
 212 242 3366  
 212 242 3399 fax

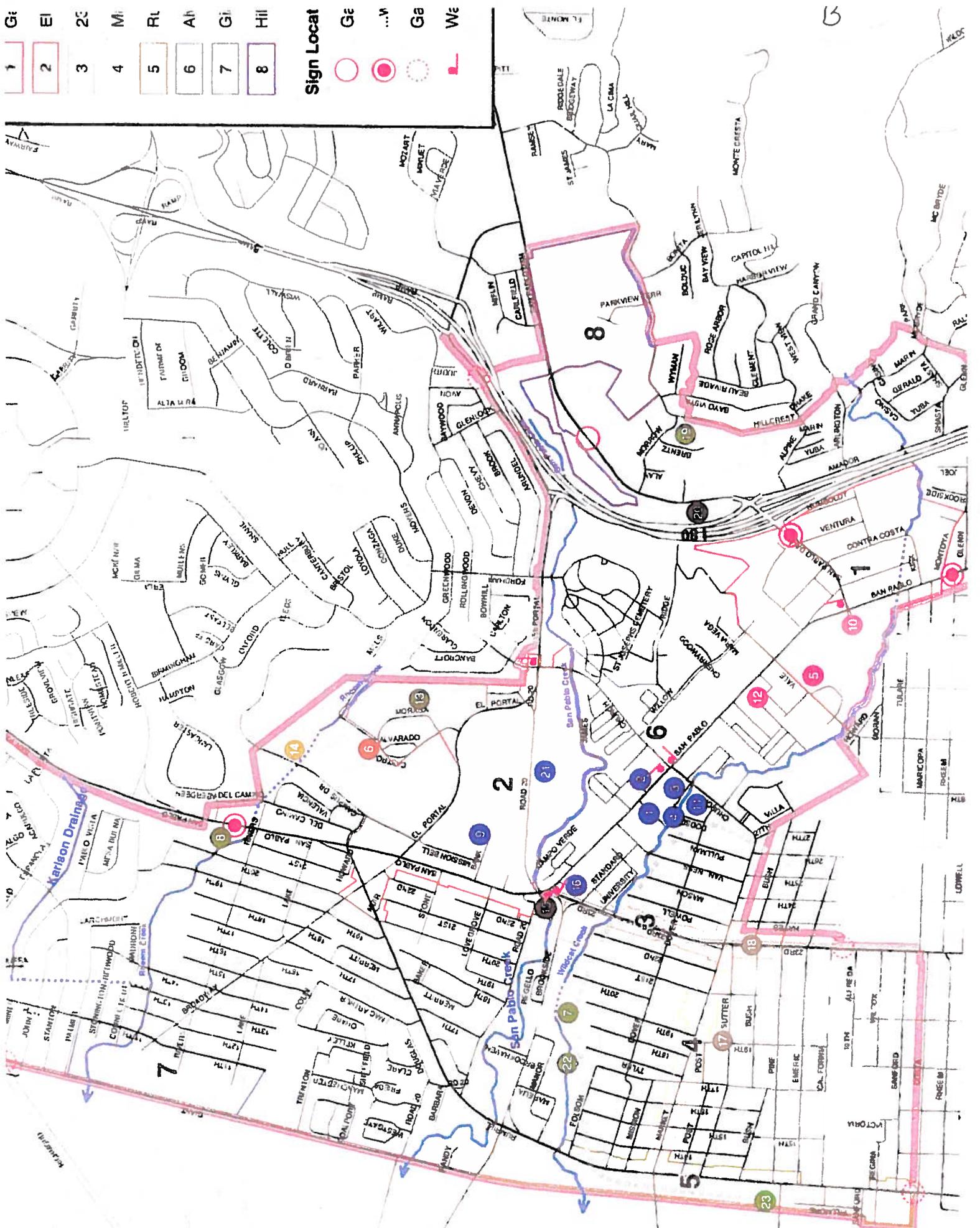
2804 3rd street  
 san francisco ca 94107  
 415 222 9667  
 415 222 9668 fax

www.studiolimage.com



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- EI 2
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- Alh 6
- Gi 7
- Hi 8

- Sign Locat**
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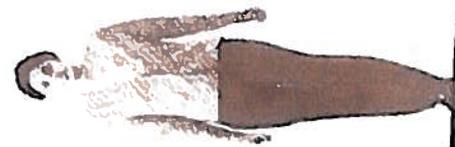
PLAN VIEW

Scale 1/8" = 1'-0"

3' 8"



3' 8"



ELEVATION VEHICULAR DIRECTIONAL SIGN

Sheet 77

3' 8"



ELEVATION VEHICULAR DIRECTIONAL SIGNS

D



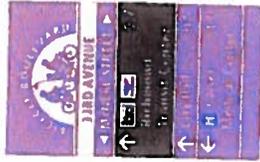
**P2**  
**Pedestrian Wayfinding Residential Streets**  
 24 x 36  
 2-sided (2 panels)  
 2 colors + retroreflective  
 white + color logos



**P3**  
**Pedestrian Wayfinding Transit Destination Only**  
 24 x 15 (shown; may need to be 24 x 18)  
 1-sided (1 panel)  
 2 colors + retroreflective  
 white + color logos



**B1**  
**Bike/Ped Wayfinding Off-Street Path**  
 16 x 42  
 2-sided (2 panels)  
 2 colors + retroreflective  
 white + color logos



**B2**  
**Bicycle Wayfinding Bicycle Boulevards**  
 20 x 33  
 2-sided (2 panels)  
 2 colors + retroreflective  
 white + color logos



**B3**  
**Bicycle Wayfinding On-Street Routes**  
 24 x 18 (vertical dimension of lower panel may vary)  
 1-sided (2 panels)  
 1 color + retroreflective  
 white + color logos

**M1**  
**Map Kiosk (Transit Centers)**  
 2-sided  
 Identical to MTC s

San Pablo Signage Grant Schedule  
(preliminary schedule based on full funding allocation)

- MON 3-17-14    Begin Project Design
  - Detail Design for Ped-Bike Transit Signage
  - Design concepts for City ID Signage
- FRI 4-18-14    Present progress on Ped-Bike Transit Signage and City ID Signage
- MON 4-21-14    Begin sign location and messaging analysis for Rumrill Road vehicular Directional Signage
- MON 5-12-14    Present Rumrill Road vehicular directional signage analysis to San Pablo
- WED 5-14-14    Begin development of signage bid package to obtain preliminary costs; Identify signage fabrication/installation vendors
- FRI 6-13-14    Present preliminary bid package for review to San Pablo
  - City ID signs
  - Ped-Bike Transit Signage
  - New Directional Signage for Rumrill Road
- WED 6-18-14    Send out preliminary bid package for review to selected vendors
- WED 7-09-14    Preliminary signage costs due back from selected vendors
- FRI 7-25-14    Present to San Pablo revised sign implementation package based on budgetary costs received
- FRI 8-22-14    Complete detail design and design intent drawings for City ID Signage and Rumrill Road Directional Signage – present to San Pablo for approval to proceed into fabrication/installation

environmental graphics,  
planning & design

121 west 27th street  
suite 705  
new york ny 10001  
212 242 3366  
212 242 3399 fax

2604 3rd street  
san francisco ca 94117  
415 222 7667  
415 222 7668 fax

www.studioimage.com

- MON 9-01-14 Send out bid package for City ID Signage and Rumrill Road Directional Signage
- MON 9-15-14 Bids due back; Select vendor, Begin fabrication for City ID Signage and Rumrill Road Directional Signage
- MON 9-22-14 Begin final detail design and design intent drawings for Ped-Bike Transit Signage
- FRI 10-31-14 Present final design and implementation plan, drawings, and specs for approval to San Pablo for Ped-Bike Transit Signage
- FRI 11-14-14 Install City ID Signage and Rumrill Road Directional Signage
- MON 12-01-14 Begin preparation of bid package for Ped-Bike Transit Signage
- MON 12-15-14 Send bid package for Ped-Bike Transit signage out to selected vendors
- MON 01-12-15 Fabrication/installation bids due back from selected vendors; select vendor and begin fabrication
- WED 04-01-15 Begin installation of Ped-Bike Transit signage
- FRI 04-10-15 Finish installation of Ped-Bike Transit signage

## RESOLUTION 2014

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT IN THE AMOUNT OF \$77,000 TO THE AGREEMENT WITH STUDIO L' IMAGE FOR DESIGN SERVICES AND FABRICATION OVERSIGHT FOR WAYFINDING SIGNAGE TO TRANSIT, KIOSK AND CITY OF SAN PABLO FACILITIES IDENTIFICATION SIGNAGE PROJECT (PW 576)**

WHEREAS, the City desires to continue with wayfinding to transit, kiosk and City facility identification signage project (PW 579);

WHEREAS, the City has accepted grant funding in the amount of \$330,750 from the Contra Costa Transportation for Livable Communities Program (CC-TLC) for the project;

WHEREAS, Staff recommends the development of a coordinated set of transit wayfinding signs, map kiosks and City-owned facilities identification signage be consistent with signage designed and installed during the first phase of the project; and transit signs developed for the West Contra Costa Transportation Advisory Committee (WCCTAC);

WHEREAS, based on their experience designing signage during the first phase of the project; and developing the WCCTAC transit signage, it is the opinion of Staff that the firm of Studio L'Image is best qualified to provide design services and fabrication oversight for this phase of the City of San Pablo signage project,

WHEREAS, a proposal in the amount of \$77,000 for the design services and fabrication oversight of the San Pablo project has been received from Studio L'Image;

WHEREAS, Staff evaluation of the project with respect to the California Environmental Quality Act has recommended that it be found to be categorically exempt under Section 15301[c], "Existing Facilities", of the CEQA guidelines; and

WHEREAS, funding in the amount of \$77,000 for this contract will be covered under the CC-TLC grant.

NOW THEREFORE, BE IT RESOLVED that the foregoing recitations are true and correct, and are included herein by reference as findings.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute an agreement in the amount of \$77,000 with Studio L'Image for the wayfinding to transit, kiosk and City facility identification signage Project (PW 576).

BE IT FURTHER RESOLVED, that the City Council finds that the project is categorically exempt under CEQA on the basis that the project involves a minor alteration to existing roadways with no expansion in use.

BE IT FURTHER RESOLVED, that a Notice of Exemption has been filed with the County Clerk.

\* \* \* \* \*

Adopted this 7<sup>th</sup> day of April, 2014, by the following vote to wit:

AYES: COUNCILMEMBERS/DIRECTORS:  
NOES: COUNCILMEMBERS/DIRECTORS:  
ABSENT: COUNCILMEMBERS/DIRECTORS:  
ABSTAIN: COUNCILMEMBERS/DIRECTORS:

ATTEST:

APPROVED:

\_\_\_\_\_  
Lehny M. Corbin, Deputy City Clerk

\_\_\_\_\_  
Paul V. Morris, Mayor

# REQUEST FOR COUNCIL ACTION



CITY OF SAN PABLO  
City of New Directions

PREPARED BY: John Medlock *JM*

DATE OF MEETING: April 7, 2014

DATE: March 26, 2014

PHONE: (510) 215-3063

**SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING THE INSTALLATION OF SIGNAGE DESIGNATING AND RESTRICTING TWO PARKING STALLS AS ELECTRIC VEHICLE CHARGING STATIONS IN THE CITY HALL PARKING LOT.**

APPROVED:

*[Signature]*  
DEPARTMENT HEAD

*[Signature]*  
CITY MANAGER

*[Signature]*  
CITY ATTORNEY

## RECOMMENDATION

Adopt resolution.

## COUNCIL PRIORITY WORKPLAN

Solar Energy Retrofit of All City Building; is an adopted policy item under the FY 2013-15 City Council Priority Workplan and installation of Electric Vehicle Charging Station is a component of the project.

## CEQA COMPLIANCE STATEMENT

CEQA is not triggered.

## BACKGROUND

As part of the municipal solar project, the City installed two electric vehicle charging stations in the City Hall parking lot for public use. In order to prevent non-electric vehicles from parking in the charging station stalls, it is necessary to designate via signage parking spaces for only electric vehicle charging purposes as well as limit the duration of charging to 2 hours. Per San Pablo Municipal Code Section 10.12.355 Public Parking Lot Regulations, the City Council may instruct Public Works Department Staff to erect/install signage that prohibit, limit or restrict parking; and to address potential misuse of designated parking on City property.

San Pablo Municipal Code 10.12.355:

- A. Whenever the City manager determines that the orderly, efficient conduct of the City's business requires that parking or standing of vehicles on City property be prohibited, limited or restricted, he shall report and recommend same to City council; City council may adopt or modify any or all of such recommendations and, by resolution, order the City public works department to erect or post signs indicating that the parking is thus prohibited, limited or restricted.
- B. When signs authorized by the provisions of this section are in place, giving notice thereof, no person shall park or stand any vehicle contrary to the directions or provisions of such signs.

### Departmental Coordination

Comm. Services \_\_\_\_\_  
 Police \_\_\_\_\_

Finance *[Signature]*  
 Public Works *[Signature]*

C. Any violation of this section shall constitute an infraction and shall be punishable as provided in Section 1.08.020. (Ord. 81-02 § 1, 1981)

Posting restrictive signage at the two elective vehicle charging stations will prevent non-electric vehicle or electric vehicle not charging from occupying the spaces.

**FISCAL IMPACT**

Costs of staff time and materials associated with this project will be absorbed within the existing budget. No additional appropriations needed.

Attachment: Photo of charging station in use



**RESOLUTION 2014**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO  
AUTHORIZING THE INSTALLATION OF SIGNAGE DESIGNATING AND  
RESTRICTING TWO PARKING STALLS AS ELECTRIC VEHICLE CHARGING  
STATIONS IN THE CITY HALL PARKING LOT.**

WHEREAS, The City has installed two electric vehicle charging stations in the City Hall parking lot,

WHEREAS, it is necessary to designate and restrict parking at the charging stations for electric vehicle parking only,

WHEREAS, charging time shall be limited to a duration of 2 hours per electric vehicle; and,

WHEREAS, City of San Pablo Municipal Code Section 10.12.335 gives City Council authority to approve signage that designates and restricts parking on City owned facilities,

NOW THEREFORE, BE IT RESOLVED that the foregoing recitations are true and correct, and are included herein by reference as findings.

BE IT FURTHER RESOLVED that the City Council authorizes the installation of signage designating and restricting two parking stalls as electric vehicle charging stations in the City Hall parking lot.

\* \* \* \* \*

Adopted this 7<sup>th</sup> day of April, 2014, by the following vote to wit:

AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:  
ABSTAIN: COUNCILMEMBERS:

ATTEST:

APPROVED:

---

Ted J. Denney, City Clerk

---

Paul V. Morris, Mayor

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# CITY COUNCIL ACTION



CITY of SAN PABLO

City of New Directions

PREPARED BY: Matt Rodriguez, City Manager DATE OF MEETING: April 7, 2014

DATE: April 1, 2014

PHONE: (510) 215-3016

SUBJECT: CITY COUNCIL RESOLUTION TO AUTHORIZE APRIL 14-15, 2014 AS "DAYS OF ACTION AGAINST MILITARY SPENDING" TO COINCIDE WITH 4<sup>TH</sup> ANNUAL GLOBAL DAY OF ACTION AGAINST MILITARY SPENDING REQUESTED BY EAST BAY PEACE ACTION OF ALBANY, CA

APPROVED:

  
DEPARTMENT HEAD

  
CITY MANAGER

  
CITY ATTORNEY

## RECOMMENDATION

Adopt said Resolution

## COMPLIANCE STATEMENTS

### **FY 2013-14 Council Priority Workplan**

*Reduce Military Spending and Redirect Funds to Domestic Priorities* is currently an adopted policy item under the Adopted FY 2013-15 Council Priority Workplan, effective July 1, 2013.

### **CEQA Compliance Statement**

This is not a project as defined by CEQA

## BACKGROUND

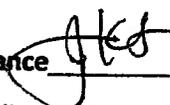
On October 15, 2012, the San Pablo City Council unanimously adopted Resolutions #2012-157 and #2012-158 in support of a request from Bay Area New Priorities Campaign (BANPC) requesting the City Council adopt a Resolution calling on the U.S. Congress to reduce military spending and redirect funds to domestic priorities (See attachments).

By adoption of said Resolutions, the City Council unanimously supported adding this policy item to their existing Council Priority Workplan to support local concerns and efforts about how the national U.S. defense budget and spending impacts, not only our nation, but also the residents of the City of San Pablo. During the City Council's deliberation in October 2012, the City Council supported public discussion and dialogue about the costs of excessive military spending within the context of national and local priorities, what each resident must

### Departmental Coordination

Comm. Services \_\_\_\_\_

Police \_\_\_\_\_

Finance 

Public Works \_\_\_\_\_

pay, and the permanent disability and loss of life experienced by local residents who willingly serve in the armed forces for the safety and welfare of our community.

**2014 Request for Resolution of Support**

Following this action, the City Manager (forwarded by Councilmember Calloway) received correspondence from Ms. Betty Brown, East Bay Peace Action in Albany, CA. dated 03/19/14 who requested an additional Resolution in support from those East Bay cities who previously adopted Resolutions in 2012. This year's request from the East Bat Peace Action is calling on cities to support April 14-15, 2014 as "Days of Action Against Military Spending" for the 4<sup>th</sup> Annual Global Day of Acton Against Military Spending to *"draw attention to the bloated military budget and call for redirection of military spending to meet domestic needs."*

A Resolution was forwarded by East Bay Peace Action, and prepared for City Council review and consideration this evening (See Attachments).

**FISCAL IMPACT**

None associated with this report.

## RESOLUTION 2014 -

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING APRIL 14-15, 2014 AS "DAYS OF ACTION AGAINST MILITARY SPENDING" TO COINCIDE WITH 4<sup>TH</sup> ANNUAL GLOBAL DAY OF ACTION AGAINST MILITARY SPENDING REQUESTED BY EAST BAY PEACE ACTION OF ALBANY, CA**

WHEREAS, the City Council adopted a FY 2013-15 Council Priority Workplan (Workplan), effective July 1, 2013, which contains an existing policy item: "*Calling on Congress to Reduce Military Spending and Re-direct Funds to Domestic Priorities*"; and

WHEREAS, the San Pablo City Council adopted Resolution #2012-158 on 10/15/12 - *Calling on Congress to Reduce Military Spending and Re-direct Funds to Domestic Priorities*; and

WHEREAS, April 14, 2014 has been declared as the 4<sup>th</sup> annual Global Day of Action Against Military Spending, coinciding with the release by the Stockholm International Peace Research Institute (SIPRI) of its annual statistics on global military spending; and

WHEREAS, April 15, 2014 is tax day in the United States; and

WHEREAS, in 2012, during a time of continuing domestic financial hardship, the U.S. spent \$682 billion on its military, as much as the next 11 top spenders combined, accounting for nearly two-fifths of the world total; and

WHEREAS, maintaining the current U.S. nuclear arsenal, buying replacement bombers, missiles and submarines, and upgrading bombs and warheads, as currently planned, will exceed \$1 trillion over the next 30 years; and

WHEREAS, cuts to federal programs such as Community Block Development Grants (CDBG), Section 8 Housing Vouchers, and Head Start are forcing cities, local agencies and non-profits to lay off staff, reduce or eliminate services, delay infrastructure projects and reduce program benefits to low and moderate income families; and

WHEREAS, the bi-partisan U.S. Conference of mayors at its 2013 Annual meeting unanimously adopted a resolution *Calling for U.S. Leadership in Global Elimination of Nuclear Weapons and Redirection of Military Spending to Domestic Needs*, which declares that, "our nation's deep economic crisis can only be addressed by adopting new priorities to create a sustainable economy for the 21<sup>st</sup> century," and "calls in the President and Congress to reduce military spending and to reinvest those funds in programs to address the dramatic increase in poverty and inequality in our country; take emergency measures to repair the social safety net and protect Social Security and Medicare; create jobs, retrain displaced workers, including military contractors, rebuild deteriorating physical infrastructure, invest in new technologies for a sustainable energy future, and aid local government to restore and maintain vital public services, reemploying teachers, police, firefighters and other workers."

NOW, THEREFORE, BE IT RESOLVED, the San Pablo City Council authorizes and do hereby proclaim April 14-15, 2014 as:

***“Days of Action Against Military Spending”***

in name of San Pablo, California to draw attention to the bloated military budget and call for redirection of military spending to meet domestic needs.

BE IT FURTHER RESOLVED that the foregoing recitations are true and correct, and are included herein by reference as findings.

\*\*\*\*\*

ADOPTED this 7<sup>th</sup> of April, 2014, by the following vote to wit:

AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:  
ABSTAIN: COUNCILMEMBERS:

ATTEST:

APPROVED:

\_\_\_\_\_  
Ted J. Denney, City Clerk

\_\_\_\_\_  
Paul V. Morris, Mayor

RESOLUTION 2012-157

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO  
AUTHORIZING TO AMEND FY 2011-13 COUNCIL PRIORITY WORKPLAN TO  
INCLUDE A NEW POLICY ITEM – CALLING ON CONGRESS TO REDUCE  
MILITARY SPENDING AND REDIRECT FUNDS TO DOMESTIC PRIORITIES**

WHEREAS, the City Council adopted a FY 2011-13 Council Priority Workplan (Workplan), effective July 1, 2012; and

WHEREAS, the Workplan when adopted by majority vote of the City Council establishes all current City Council policies, and City Manager priorities to enhance operational efficiency, resource management, and staff productivity for City service delivery; and

WHEREAS, the City Manager has encompassed all recommended policy areas proposed for program implementation for FY 2011-13, and the Workplan is subject to periodic annual review each fiscal year period by the City Council prior to budget and operational planning cycles; and

WHEREAS, the City Council desires to amend the FY 2011-13 Council Priority Workplan to include additional policy items by majority vote of the City Council.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of San Pablo authorizes the following, as follows:

The City Manager recommends the City Council proceed with the following recommendation in the following specific order, as follows:

- 1). Adopt Resolution to amend the FY 2011-13 Council Priority Workplan to include the new policy item, as follows:
  - *Calling on Congress to Reduce Military Spending and Re-direct Funds to Domestic Priorities; and*
- 2). Discuss and consider a formal Resolution Calling on Congress to Reduce Military Spending and Re-direct Funds to Domestic Priorities.

BE IT FURTHER RESOLVED that the foregoing recitations are true and correct, and are included herein by reference as findings.

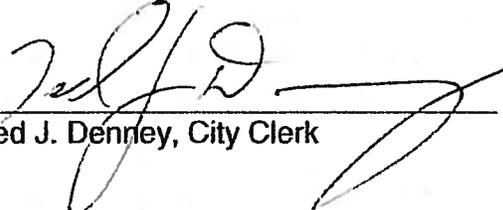
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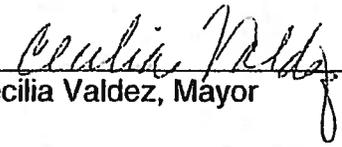
ADOPTED this 15<sup>th</sup> of October, 2012, by the following vote to wit:

AYES:	COUNCILMEMBERS:	Morris, Chao Rothberg, Calloway, McNeil and Valdez
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None

ATTEST:

APPROVED:

  
\_\_\_\_\_  
Ted J. Denney, City Clerk

  
\_\_\_\_\_  
Cecilia Valdez, Mayor

**COPY**

**RESOLUTION 2012-158**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO CALLING ON CONGRESS TO REDUCE MILITARY SPENDING AND REDIRECT FUNDS TO DOMESTIC PRIORITIES**

WHEREAS, our nation faces its most severe economic crisis since the Great Depression impacting budgets at the state and local levels; and

WHEREAS, approximately 59% of every federal discretionary tax dollar in fiscal year 2012 is spent to pay for past, present and future military expenditures [1]; and;

WHEREAS, the Pentagon budget for the 2012 fiscal year is over \$700 Billion and military spending by other agencies, such as the Veteran's Administration, State Department and the Department of Energy, plus interest on the war debt, raises the total military spending to almost \$1 Trillion annually [2]; and,

WHEREAS, as of June 2012, the total cost of the Afghanistan war to Americans is estimated to be over \$542 Billion, of which taxpayers in debt-ridden California will have paid over \$66.5 Billion in, and the share paid by Contra Costa County taxpayers is over \$2.4 Billion since 2001 [3]; and

WHEREAS, more than 2,000 U.S. troops have been killed in Afghanistan and more than 15,300 have been wounded, a number that does not include those suffering from Post-Traumatic Stress Disorder (PTSD) or Traumatic Brain Injury diagnosed after returning home-28,000 per year according to Department of Defense reports [4]; and

WHEREAS, the suicide rate among the nation's active-duty military personnel this year eclipses the number of troops dying in battle – almost one per day – and is on pace to set a record annual high since the start of the wars in Iraq and Afghanistan more than a decade ago [5]; and

WHEREAS, there are more than 800 U.S. Military bases overseas with more than 200,000 troops (not including those serving in Iraq and Afghanistan), costing taxpayers more than \$250 Billion per year; the administration plans to spend an additional \$185 Billion over the next 10 years to expand and modernize the U.S. nuclear weapons complex; the budget includes weapons systems that even the Pentagon does not want; there are scores of other Pentagon programs that are far in excess of what is needed to actually defend our country; and the U.S. spends more than the next 14 countries combined – 42% of all military spending in the world [6]; and

WHEREAS, education, medical care, housing, other essential public services, infrastructure repairs, and family and private sector financing in our city, school district, county and throughout the state have been cut while our financial resources have been diverted from the constructive economy to the wars in Iraq, Afghanistan and Pakistan and other military spending.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of San Pablo calls on Senators Boxer and Feinstein and Congressional Representative George Miller to oppose further funding of the war in Afghanistan, except as needed to affect the safe, rapid withdrawal of all military forces and contractors, and urges them to take leadership in Congress to bring our troops safely home, substantially reduce overall military spending, and re-direct our federal tax dollars to the pressing educational, employment, health, housing, nutritional, infrastructure, energy, and environmental needs of our city, county, state and country; and

BE IT FURTHER RESOLVED, that the City Council of the City of San Pablo supports public discussion and dialogue about the cost of excessive military spending; and

BE IT FURTHER RESOLVED, that we call on our Congressional delegation to support federal funding for the over 2 million new Iraq and Afghanistan war veterans – particularly the thousands who have come home disabled or otherwise physically or mentally wounded – to ensure they receive health care, housing, jobs, education, and other supportive services they deserve; and

BE IT FINALLY RESOLVED with a request that they act in accord with its provisions, and another transmittal which commends Congressional Representative George Miller for his legislative efforts to date at addressing this issue in the U.S. Congress.

**Source citations:**

1. "New Priorities for a New Economy" Slide Show (02:10) produced by the New Priorities Campaign([Http://tinyurl.com/82ajbau](http://tinyurl.com/82ajbau)); computed by the National Priorities Project (<http://nationalpriorities.org/en/analysis/2011/presidents-budget-fy2012/expenditures/>) 59% in FY 2012; 57% in FY 2013. Discretionary spending is that portion of the federal budget authorized annually by Congress. Mandatory spending is that portion determined by law without annual Congressional action.
2. Stiglitz & Bilmes, *The Three Trillion Dollar War*, <http://www.threetrillondollarwar.org>
3. National Priorities Project, Cost of War, <http://www.costfowar.com>

4. Casualties.org; Operation Enduring Freedom/Afghanistan. <http://icasulties.org>
5. Timothy Williams, *NY Times*, June 10, 2012
6. More than 800 bases overseas, with more than 200,000 troops at a cost of more than \$250 billion per year; Joan Roelofs, Counterpunch 2/19-21/210 (<http://www.counterpunch.org/2010/02/19/bases-of-empire/>)

Nick Turse, Tom Dispatch 9/1/09/2011

([http://www.tomdispatch.com/post/175338/tomgram:nick\\_turse\\_the\\_pentagon](http://www.tomdispatch.com/post/175338/tomgram:nick_turse_the_pentagon))  
**Weapons systems the Pentagon doesn't want: "Pentagon, Conservative Worldviews Clash on the House Floor"**, National Security Network, May 16, 2012  
(<http://nsnetwork.org/pentagon-conservative-worldviews-clash-on-house-floor/>)

**"Senate Dodges Obama Veto Threat" by**

(<http://abcnews.go.com/Politics/story?id=8126691&page=1#.T-48u7VfHsY>)

**"House Rejects Agreed Upon Funding Level of Pentagon" by Coalition on Human Needs**, May 31, 2012 (<http://www.chn.org/humanneeds/120531a.html>)

**Plan to modernize nuclear arsenal at cost of \$185 Billion over ten years – Chris Hellman, tom Dispatch 3/1/11:**

([http://www.tomdispatch.com/post/175361/tomgram%3A\\_chris\\_hellman\\_\\$1.2\\_trillion\\_for\\_national\\_security/](http://www.tomdispatch.com/post/175361/tomgram%3A_chris_hellman_$1.2_trillion_for_national_security/))

**U.S. military spending greater than next 14 countries combined**

(<http://www.globalissues.org/article/75/world-military-spending-InContextUSMilitarySpendingVersusRestoftheWorld>)

**42% of global military spending – Stockholm International Peace Research Institute –** (<http://www.globalissues.org/article/75/world-military-spending>)

**Research performed by Michael Eisenscher, National Coordinator.**

**U.S. Labor Against the War (USLAW)**

[nationalcoordinator@uslaboragainstawar.org](mailto:nationalcoordinator@uslaboragainstawar.org)

(<http://uslaboragainstawar.org>)

**BE IT FURTHER RESOLVED** that the foregoing recitations are true and correct, and are included herein by reference as findings.

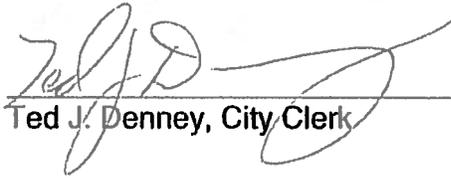
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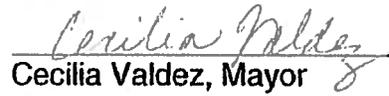
ADOPTED this 15<sup>th</sup> of October, 2012, by the following vote to wit:

AYES:	COUNCILMEMBERS:	Morris, Chao Rothberg, Calloway, McNeil and Valdez
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None

ATTEST:

APPROVED:

  
\_\_\_\_\_  
Ted J. Denney, City Clerk

  
\_\_\_\_\_  
Cecilia Valdez, Mayor

COPY



# East Bay Peace Action

for a sane world

P.O. Box 6574 Albany, CA 94706

3/19/14

Dear Geneva,

The enclosed sample pro-  
clamation for Mayors was  
prepared for the SF Bay Area  
New Priorities Campaign in  
conjunction with their activities  
on 4/14/14 for the Global Day of  
Action on Military spending. It  
is being offered to Mayors of  
cities that endorsed the New  
Priorities resolutions in 2012. It  
may be included in the packet for  
an Oakland Federal Bldg press conference  
on 4/14/14.

It should be returned to  
Western States Legal Foundation  
WSLF@earthlink.net (510)366-0119

Thanks for your consideration,  
Betty Brown

"Every gun that is made, every warship launched, every rocket fired, signifies in the final sense a theft from those who hunger and are not fed; those who are cold and are not clothed. This world in arms is not spending money alone -- it is spending the sweat of its laborers, the genius of its scientists, the hopes of its children."

printed on recycled paper

Dwight D. Eisenhower, 1953

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# REQUEST FOR SUCCESSOR AGENCY ACTION



CITY OF SAN PABLO  
City of New Directions

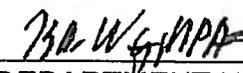
PREPARED BY: Tina Gallegos, Asst. to the City Mgr. DATE OF MEETING: Apr. 7, 2014

DATE: March 31, 2014

PHONE: (510) 215-3002

**SUBJECT: RESOLUTIONS OF THE LOCAL SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES CONTRACTS ASSOCIATED WITH PREDEVELOPMENT OF THE FORMER CIRCLE S SITE WITH KISTER, SAVIO, & REI INC; NBS; FIELDMAN, ROLAPP & ASSOCIATES, INC; BBK; AND ALAN KROPP & ASSOCIATES**

APPROVED:

  
DEPARTMENT HEAD

  
CITY MANAGER

  
CITY ATTORNEY

## RECOMMENDATION

City Manager recommends adoption of said resolutions.

## FY 2013-14 COUNCIL PRIORITY WORKPLAN COMPLIANCE STATEMENT

Development Projects (Economic Development) – Circle S Project Development is an adopted policy item under the FY 2013-15 Council Priority Workplan, effective July 1, 2013.

## CEQA COMPLIANCE

Approval of consultant contracts are Statutorily Exempt from the provisions of CEQA pursuant to Section 15262 of the CEQA Guidelines, "a project involving only feasibility or planning studies for possible future actions." Implementation of consultant's recommendations may be subject to further CEQA review, and would be brought back for Council's for consideration as needed.

## BACKGROUND

As development is anticipated within the former Circle S site, the City desires to contract with various consultants to design and prepare the sites public infrastructure and to protect this investment in the future through formation of a special tax district which would fund ongoing maintenance of such public infrastructure. Below listed are the proposed consultant contracts and summary of services they propose to provide:

Departmental Coordination  
 Dev. Services \_\_\_\_\_  
 Police \_\_\_\_\_  
 Finance \_\_\_\_\_  
 Public Works \_\_\_\_\_

- **Kister, Savio, & Rei Inc:** To provide Civil Engineering Improvement Plans (construction drawings) based on approved Tentative Map for Phases 1-4 of public infrastructure development. Contract amount not to exceed \$50,400.
- **NBS:** to formulate and present the Rate and Method of Apportionment, prepare a pro forma to model the special tax based on the projected development and prepare, file, and record Boundary Maps and related documents. Contract amount not to exceed \$19,500.
- **Fieldman, Rolapp & Associates, Inc:** Consulting on coordinating, planning, and execution of the formation of a community facilities district or such other financing mechanism which meets the goals of the City for this site. Contract amount not to exceed \$40,000
- **Best, Best, Krieger LLP:** To provide legal review of financing mechanism for infrastructure development. Contract amount not to exceed \$35,000
- **Alan Kropp & Associates:** To provide geotechnical review associated with new public street network. Contract amount not to exceed \$29,450.

**FISCAL IMPACT**

Expense is not currently budgeted but will be covered: Funding for these contracts will be absorbed by Redevelopment Bond Proceeds. The contracts involved with this action total \$174,350 and will be expended from Expenditure Account: 320-3200-43600-620.

**ATTACHMENTS**

**Attachment A:** Resolution 14-\_\_\_ Consultant Services Agreement (Kister, Savio, & Rei Inc.)

**Attachment B:** Resolution 14-\_\_\_ Consultant Services Agreement (NBS)

**Attachment C:** Resolution 14-\_\_\_ Consultant Services Agreement (Fieldman, Rolapp & Assoc. Inc.)

**Attachment D:** Resolution 14-\_\_\_ Consultant Services Agreement (Best, Best, & Krieger LLP)

**Attachment E:** Resolution 14-\_\_\_ Consultant Services Agreement (Alan Kropp & Associates)

**Departmental Coordination**

Dev. Services \_\_\_\_\_  Finance \_\_\_\_\_  
 Police \_\_\_\_\_  Public Works \_\_\_\_\_

**RESOLUTION 2014 -**

**RESOLUTION OF THE LOCAL SUCCESSION AGENCY AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH KISTER SAVIO & REI TO PROVIDE CONSULTING SERVICES RELATED TO DEVELOPMENT OF THE CIRCLE S SITE**

WHEREAS, to ensure a desirable physical outcome in accordance with the recently adopted Regulating Plan and the community's vision for this site, the City entered into a Consultant Services Agreement with Kister Savio & Rei (KSR) on November 5, 2012 and said agreement expired on June 30, 2013; and

WHEREAS, the proposal submitted by KSR includes a tentative map, final map, set monuments, a supplemental topographic survey, and civil engineering designs; and

WHEREAS, the City of San Pablo and KSR agreed to extend the term of the original Consultant Services Agreement between both parties from June 30, 2013 to June 30, 2014; and to add additional tasks to the original Scope of Work, of which said additional tasks total \$39,360 and this action was approved by the City Council on October 8, 2013;

WHEREAS, the Tentative Map carved out the public street network for the site and the next step in development of the former Circle S Site involves design of these public infrastructure improvements; and

WHEREAS, KSR has submitted to the Local Successor Agency (LSA) a cost proposal to develop Civil Engineering Improvement Plans based on the approved Tentative Map for Circle S totaling \$50,400; and

WHEREAS, said professional services are essential to advancing development of this site and meeting the *Development Projects (Economic Development) – Circle S Project Development* adopted policy item under the FY 2013-15 Council Priority Workplan, effective July 1, 2013; and

WHEREAS, consultant has represented to the LSA, and does in fact have the special training, skill, competence and expertise necessary to collect all necessary data, analyze, design, manage and prepare such plans contemplated herein;

WHEREAS, the LSA desires to engage professionals who will act at all times with the LSA's best interest in mind and who will respect the trust and confidence placed with those professionals by the LSA;

WHEREAS, consultant is willing to render such professional services, as are defined in Exhibit A: *Cost Proposal: Circle S Development –Subdivision 9331 Civil Engineering Improvement Plans*; and

WHEREAS, Expense for this contract is not currently budgeted but will be covered: Funding for this contracts will be absorbed by Redevelopment Bond Proceeds; and

NOW THEREFORE BE IT RESOLVED that the Local Successor Agency authorizes the City manager to negotiate and execute a contract to render the services described here in; and

BE IT FURTHER RESOLVED that the foregoing recitations are true and correct, and are included herein by reference as findings.

\*\*\*\*\*

Adopted this 7th day of April, 2014, by the following vote to wit:

AYES: COUNCILMEMBER:  
NOES: COUNCILMEMBER:  
ABSENT: COUNCILMEMBER:  
ABSTAIN: COUNCILMEMBER:

ATTEST:

APPROVED:

\_\_\_\_\_  
Ted Denney, Secretary

\_\_\_\_\_  
Paul V. Morris, Mayor

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE LOCAL SUCCESSOR  
AGENCY OF THE CITY OF SAN PABLO AND KISTER, SAVIO, & REI INC.**

Project No. \_\_\_\_\_  
Agreement No. [\_\_\_\_\_]

THIS AGREEMENT, dated this 7th day of April, 2014 is by and between the Local Successor Agency of the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "LSA"), whose address is 13831 San Pablo Ave., San Pablo, California 94806, and Kister, Savio, & Rei Inc., (hereinafter referred to as "Consultant"), whose address is 825 San Pablo Avenue, Pinole, CA 94564, Telephone 650.960.0502, for preparation of Civil Engineering Improvement Plans for Subdivision 9331 (Circle S).

**RECITALS:**

WHEREAS, the LSA desires to contract Kister, Savio, & Rei Inc., to provide civil engineering design and preparation of Civil Engineering Improvement Plans for Subdivision 9331 (Circle S); and

WHEREAS, the proposal submitted by Kister, Savio, & Rei Inc. is included as Exhibit A to this Agreement; and

WHEREAS, Consultant desires to enter into the agreement described herein with the LSA as an independent contractor;

WHEREAS, Consultant has represented to LSA, and does in fact have the special training, skill, competence and expertise necessary to create a master landscape plan contemplated herein;

WHEREAS, the LSA desires to engage a professional who will act at all times with the LSA's best interest in mind and who will respect the trust and confidence placed in that professional by the LSA;

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Consultant and the LSA agree as follows:

**AGREEMENT:**

**(1) Scope of Service.**

**Term and Scope of Services**

Consultant agrees to provide services to the LSA in conformance with the Cost Proposal submitted by Consultant, Kister, Savio, & Rei Inc., for Project: *Circle S Development – Subdivision 9331 Civil Engineering Improvement Plans*, hereinafter referred to as Exhibit A, all of which are attached and incorporated herein by reference. In the event of any discrepancy between any of the terms of Consultant's proposal, and this agreement, the terms most favorable to the LSA shall prevail.

Consultant shall provide the scope and range of services directed to the attainment of the goals, milestones and performance commitments described in the exhibits attached hereto, including, but not limited to, the following:

#### Quality of Performance

Consultant agrees to perform these services in accordance with the standards of its profession and within the terms of this agreement, and shall at all times be provided on a basis satisfactory to the City Manager, and shall at a minimum be consistent with all goals and objectives set forth herein.

Consultant shall be solely responsible for the quality and suitability of services provided pursuant to this Agreement. The City Manager shall determine whether services provided by Consultant pursuant to this Agreement are satisfactory to the LSA. If during the course of this Agreement, it is determined services being provided are not satisfactory, Consultant shall take such corrective action as the LSA may require. Failure to promptly take such action shall constitute a material breach of this Agreement and cause for termination in the LSA's discretion. This standard of care is not intended and shall not be construed to impose an obligation on the LSA within the meaning of Government Code Section 815.6.

#### **(2) Compensation.**

Notwithstanding any contrary indications which may be contained in Consultant's proposal, in exchange for the satisfactory performance of services that satisfy and timely achieve the milestones, performance commitments and outcomes identified herein and in the attached exhibits, LSA hereby agrees to pay Consultant a sum not to exceed **\$50,400** as follows:

Consultant shall be paid within thirty (30) days of receipt of billings for work completed and approved. Invoices shall be submitted containing all information contained in paragraph 6 "Billings" below. In no event shall Consultant be entitled to compensation for extra work unless an approved change order, or other authorization describing the extra work and payment terms, has been executed by LSA prior to the commencement of the work.

Invoices must be signed by an authorized representative of Consultant, who shall verify that the invoiced services have been performed.

**(3) Changes In Work-Extra Work.** In addition to services described in section 1, the parties may from time to time agree in writing that Consultant, for additional compensation, shall perform additional services. The LSA and Consultant shall agree in writing to any changes in compensation and/or changes in Consultant's services prior to the commencement of any work. If Consultant deems work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, Consultant shall immediately inform the LSA in writing of the fact. The LSA shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the LSA determines that such work does constitute extra work, it shall provide compensation to the Consultant in accordance with an agreed cost that is fair and equitable.

This cost will be mutually agreed upon by the LSA and Consultant. A supplemental agreement providing for such compensation for extra work shall be negotiated between the LSA and the Consultant.

(4) **Effective Date and Term.** The effective date of this agreement is April 7, 2014 and it shall terminate on June 30, 2014.

(5) **Independent Contractor Status.** It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the LSA. Consultant shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant shall be responsible for its own acts and those of its agents and employees during the term of this agreement. Consultant shall not represent, at any time or in any manner, that Consultant is an employee of the LSA. Consultant will exercise its judgment in recommending to LSA the methods by which to accomplish LSA's objectives and desires. In any case where an opportunity is made available to Consultant, Consultant will determine whether it possesses sufficient training and background to carry out whatever objective is sought by the LSA. If Consultant accepts an engagement, such an acceptance is deemed an affirmative admission that Consultant possesses the necessary skills, background, and licenses to perform the needed services. Consultant acknowledges that the LSA will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the work set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the LSA and/or Consultant desires to continue Consultant's services after expiration or termination of this agreement, Consultant will sign a new contract.

(6) **Billings.** Consultant's bills shall include the following information: a brief description of services performed, the date the services were performed, the number of hours spent and by whom, the current contract amount, amount previously billed, total paid to date, outstanding balance, current invoice amount, total amount billed against the contract, amount remaining in contract, and the consultant's signature. Except as specifically authorized by LSA, Consultant shall not bill LSA for duplicate services performed by more than one person. In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in sections (2) and (3).

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performances of this agreement shall be incurred at the Consultant's discretion. Such expenses shall be Consultant's sole financial responsibility

(7) **Advice and Status Reporting.** Consultant shall provide the LSA with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to LSA such information as is necessary to enable LSA to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the services provided in achieving the goals and objectives contained herein. The LSA may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant shall notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to perform services under this Agreement, and shall do so immediately after discovery of the same.

(8) **Retention of Records.** Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the work as described within the proposal of services submitted to the LSA shall upon request be available for review by the LSA, and copies of pertinent reports and correspondence, upon written request, shall be furnished for the files of LSA. Consultant shall maintain adequate documentation to substantiate all charges for hours and materials charged to LSA under this agreement. Consultant shall maintain the records and any other records related to the performance of this agreement and shall allow LSA access to such records for a period of four (4) years after the completion of the work to which records relate.

At LSA's request, or upon completion or termination of this agreement, Consultant shall return to LSA all plans, maps, cost estimates, project financial records, reports, and related documents.

All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this agreement shall be delivered to and become the property of the LSA and all data prepared or obtained under this contract shall be made available, upon request, to the LSA without restrictions or limitations on their use.

Consultant and its subcontractors shall maintain all books, documents, papers, employees' time sheets, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract, for inspection by the City, State, F.H.W.A, and/or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested. Consultant also agrees to submit all records, books, documents, and related material for audit evaluation by the City, State, F.H.W.A., or authorized representatives prior to, during, or four (4) years following this Project for the purpose of ascertaining applicable overhead rates, book, and record keeping procedures and other information as necessary.

(9) **Written Reports and Documents.** In accordance with Government Code section 7550, any document or written report prepared by Consultant for or under the direction of LSA shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(10) **Record and Fiscal Control System**

Consultant shall maintain its financial records and fiscal control systems in a manner that meets the approval of the LSA; it shall maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment (social security), unemployment compensation, worker's compensation and other taxes as may be due; and unless exempt, procure and maintain a City of San Pablo Business License. Consultant shall maintain an effective system of internal control to assure that funds provided through the LSA are used solely for authorized purposes.

(11) **Access to Records; Audits**

The LSA shall have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(12) **Consultant's Testimony.** Consultant agrees to consult with LSA and testify at LSA's request at no additional cost other than normal witness fees if litigation is brought against LSA in connection with Consultant's services.

(13) **Designation of Primary Provider of Services.** This agreement contemplates the services of Consultant firm, Kister, Savio, & Rei Inc.. The primary provider of the services called for by this agreement shall be Matthew L. Rei, who shall not be replaced without the written consent of LSA

(14) **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this agreement. If LSA asks Consultant to remove a person assigned to the work called for under this agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for LSA's request.

(15) **Assignment and Subcontracting.** It is recognized by the parties that a substantial inducement to LSA for entering into this agreement was, and is, the reputation and competence of Consultant. The assignment of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of the City Manager. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City Manager.

(16) **Insurance.**

A. **General, Automotive, and Employer's Liability, and Workers' Compensation Provisions.** On or before beginning any of the services or work called for by any term of this agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the LSA the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects to the LSA. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. Consultants shall maintain limits no less than set forth below. If the consultant maintains higher limits than the minimums shown above, the LSA shall be entitled to coverage for the higher limits maintained by the consultant.

1. **General Liability:** **\$2,000,000**  
(Includes operations, products and completed operations.)

Per occurrence for bodily injury, personal injury, and property damage.

2. **Automotive Liability:** **\$1,000,000**

Per accident for bodily injury and property damage

3. **Workers' Compensation: As Required by the State of California.** The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the LSA for all work performed by the Consultant, its employees, agents and subcontractors.

4. **Employers' Liability:** **\$1,000,000 each accident;**

**\$1,000,000** policy limit bodily injury by disease, **\$1,000,000** each employee bodily injury by disease.

#### 5. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by LSA. At the option of LSA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LSA, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the LSA guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### 6. **Other Insurance Provisions**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- The LSA, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 20 10 11 85, or forms CG2010 version 10/01 and GC 2037 versions 10/01 or equivalent) to the Consultant's insurance policy, or as a separate owner's policy.

- For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the LSA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the LSA, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the LSA.

- Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) LSA, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall

contain no special limitations on the scope of protection afforded to LSA, its officers, employees, agents, or volunteers.

(ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the LSA will be called upon to contribute to a loss under the coverage.

(iv) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to LSA and its officers, employees, agents, and volunteers.

(vi) Notice of cancellation or non-renewal must be received by LSA at least thirty days prior to such change.

**Deductibles and Self-Insured Retentions.** Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of City Manager, Consultant may increase such deductibles or self-insured retentions with respect to LSA, its officers, employees, agents, and volunteers. The City Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**Notice of Reduction in Coverage.** In the event that any coverage required under this section of the agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to LSA at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

## **7. Waiver of Subrogation.**

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

## **8. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

## **9. Verification of Coverage**

Consultant shall furnish the LSA with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LSA, unless the insurance company will not

use the City's forms. All endorsements are to be received and approved by the LSA before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the City's forms, the Consultant's insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by the specifications.

## 10. Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

B. **Professional Liability.** Consultant, at Consultant's 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 one (1) million dollars covering the licensed professionals' errors and omissions, as follows:

- (i) Any deductible or self-insured retention shall not exceed \$50,000 per claim.
- (ii) Notice that cancellation, material change, or non-renewal must be received by the LSA at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
- (iii) The policy must contain a cross liability or severability of interest clause.
- (iv) The following provisions shall apply if the professional liability coverages are written on a claims-made form:
  - 1. The retroactive date of the policy must be shown and must be before the date of the agreement.
  - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the agreement or the work.
  - 3. 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 provide extended reporting coverage for a minimum of five years after completion of the agreement or the work. The LSA shall have the right to exercise at the Consultant's cost, any extended reporting provisions of the policy should the Consultant cancel or not renew the coverage.
  - 4. A copy of the claim reporting requirements must be submitted to the LSA prior to the commencement of any work under this agreement.
- (v) The policy shall not allow for "eroding coverage."

C. **LSA Remedies.** In addition to any other remedies LSA may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, LSA may, at its sole option:

- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;
- (ii) Order Consultant to stop work under this agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
- (iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies LSA may have and is not the exclusive remedy for Consultant's breach.

(17) **Standard of Care.** It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this agreement, that LSA relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner consistent with the standard of care of the of the industry, and Consultant thus agrees to so perform the work. Acceptance by LSA of the work performed under this agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a manner consistent with the standards of the profession. This standard of care is not intended and shall not be construed to impose an obligation on the LSA within the meaning of Government Code Section 815.6.

**(18) Indemnification for Specified Licensed Professionals**

A. To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the LSA, and its directors, officers, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

B. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the LSA, the LSA and its directors, officers, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide

independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the LSA for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

C. The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

**(19) Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

Consultant shall obtain and maintain a City of San Pablo Business License until all contract services are rendered and accepted by the LSA.

**(20) Nondiscriminatory Employment Practices and Compliance With Law.**

Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing work and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

**(21) Termination.**

A. LSA may terminate this agreement at its sole discretion at any time prior to completion by the Consultant of the services required hereunder. Notice of termination of this agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth in the first paragraph of this agreement. The agreement shall be terminated upon receipt of the Notice of Termination by the Consultant. If the LSA should terminate this agreement, the Consultant shall be compensated for all work performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or his employees, or services of others ordered by the Consultant or his employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the Consultant or his

employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by LSA in accordance with percentage of project completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the Consultant. The LSA may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. Termination for Cause. LSA may terminate this agreement for cause by providing Consultant with one day's written notice of such termination should Consultant violate any of the terms and conditions of this agreement. In LSA's discretion and at LSA's option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this agreement, within seven days after receipt from the notice of such default. Upon LSA's termination of this agreement for cause, LSA reserves the right to complete the work by whatever means City deems expedient and the expense of completing such work, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. City may terminate this agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing its services under this agreement, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(22) Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: Kister, Savio, & Rei  
825 San Pablo Avenue  
Pinole, CA 94564

To the City: City Manager  
13831 San Pablo Avenue  
San Pablo, CA 94806

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(23) Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this

agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(24) **Amendments**. This agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

(25) **Abandonment by Consultant**. In the event the Consultant ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which LSA incurs as a result of such cessation or abandonment.

Consultant agrees to be financially responsible to compensate LSA for any costs incurred by LSA in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the contract had Consultant completed the project.

(26) **Waiver**. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

(27) **No Third-Party Rights**. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

(28) **Severability**. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

(29) **Compliance with Laws**. In the performance of this agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(30) **Controlling Law**. This agreement and all matters relating to it shall be governed by the laws of the State of California.

(31) **Breach**. In the event that Consultant fails to perform any of the services described in this agreement or otherwise breaches the agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and

timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. Any litigation involving this Agreement or relating to the work shall be brought in Contra Costa County, and Consultant hereby waives the removal provisions of Code of Civil Procedure Section 394.

In the event of any suit, action or proceeding brought by either party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(32) **Inspection by Other Agencies.** Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which have provided grant funding (if any) for the subject Project and the LSA may have the right to inspect the work of such services whenever such representatives may deem inspection to be desirable or necessary.

(33) **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify LSA of the existence of such conflict of interest so that the LSA may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code ' 81000 et seq.) respecting this agreement.

Where City Manager determines, based on facts provided by LSA staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(34) **Copyright.** Upon LSA's request, Consultant shall execute appropriate documents to assign to the LSA the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect LSA's rights to the materials and records prepared or obtained in the performance of this agreement. LSA reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and LSA shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by LSA shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

(35) **Time is of the Essence.** In the performance of this agreement, time is of the essence. Consultant shall be available to begin performance of services under this agreement immediately upon written notification of the execution of this agreement. All design work as outlined in the scope of services in Exhibit A must be completed by June 30, 2014.

(36) **Whole Agreement.** This agreement has 14 pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(37) **Multiple Copies of Agreement.** Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, Consultant has executed this agreement, and the LSA, by its City Manager, who is authorized to do so, has executed this agreement.

**APPROVED AS TO FORM:**

**LSA OF SAN PABLO**  
A Municipal Corporation

By \_\_\_\_\_  
Brian M. Libow, City Attorney

By \_\_\_\_\_  
Matt Rodriguez, City Manager

**KISTER, SAVIO, & REI**

By \_\_\_\_\_  
Matthew L. Rei, President

**APPROVED AS TO CONTENT:**

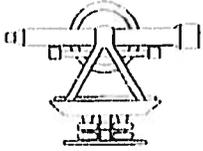
By \_\_\_\_\_  
Ted J. Denney, City Clerk

Dated \_\_\_\_\_

Attachments: Exhibit A: Cost Proposal for Project: *Circle S Development – Subdivision 9331 Civil Engineering Improvement Plans*

# KISTER, SAVIO & REI INC.

LAND SURVEYORS & CIVIL ENGINEERS



MATTHEW L. REI, PRES.  
R.C.E. 39863 - L.S. 7115

PATRICK M. REI, V.P.  
L.S. 8178

DONALD E. KISTER (1905-1969)

CHARLES J. SAVIO (1921-2006)

MICHAEL P. REI (Retired)

825 SAN PABLO AVENUE  
PINOLE, CA 94564  
PHONE (510) 222 - 4020  
FAX (510) 222 - 3718  
E-MAIL info@ksrinc.net

## COST PROPOSAL

TO: Ms. Adele Ho  
Tina Gallegos

EMAIL: adeleh@sanpabloca.gov  
tinag@sanpabloca.gov

PROJECT: Circle S Development - Subdivision 9331 Civil Engineering Improvement Plans

SCOPE OF WORK: A. Civil Engineering Improvement Plans based on approved Tentative Map & Conditions of Approval as outlined in Resolution 2014-018, approved January 13, 2014, to include:

1. Demolition Plans
2. Grading and Drainage Improvement plans.
3. Erosion and Sediment Control plans.
4. Engineers Estimate
5. C.3 Stormwater Control Design per City of San Pablo/Contra Costa Clean Water Program, C.3 guidelines.
  - a. Incorporate C.3 measures from both private parcels and public streets.
  - b. Coordinate SPASS improvements with the new subdivision improvements.
  - c. Operations & Maintenance Plan for Public C.3 improvements.
6. Design Sanitary Sewer Main to align with new private roadways.
7. Coordinate engineering improvements with all project consultants & utility companies.

B. Weekly Meetings during design phase.

- a. Project Engineer - Allow 32 hours
- b. Project Surveyor - Allow 8 hours

### Notes:

- 1) Does not include final engineering design of any private lots.
- 2) City of San Pablo to hire Project Architect, Landscape Architect, Traffic & Signal Consultants, Utility Consultant and other consultants as necessary to provide input into final civil design improvements of the proposed subdivision.
- 3) City of San Pablo to provide Geotechnical Engineering studies as required.
- 4) Does not include SWPPP preparation.
- 5) Design of utilities other than storm drains & sanitary sewers not included in this proposal.
- 6) Does not include Hydraulic/Hydrology analysis for overland flow analysis as required in Condition of Approval #36.

FEES: A. Time and Materials, not to exceed:

Phase 1 - \$16,800.00  
Phase 2 - \$11,200.00  
Phase 3 - \$11,200.00  
Phase 4 - \$5,600.00  
Total - \$44,800.00

B. Time and Materials, not to exceed \$5,600.00

Note: Additional Civil Engineering work (\$140/hr) to be agreed upon with the City of San Pablo prior to any work to be performed.

JOB # \_\_\_\_\_

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**TERMS AND CONDITIONS:**

Terms and conditions in this proposal are valid for 30 days.

Payment of Invoices: Client is solely responsible for full payment of the invoice within 30 days of their receipt and acceptance of invoice. NO RETENTION Invoices will be deemed accepted by client unless client notifies Kister, Savio & Rei, Inc. of any objections to the invoice in writing within 10 days of receipt of the invoice. 1.5% monthly interest will be assessed on all past due accounts. If termination of this agreement is necessary it will be done in writing either by the Client or Kister, Savio & Rei, Inc. The aforementioned fees are applicable unless there is an approved change in the Scope of Work. All changes to the Scope of Work will be done in writing. The Client agrees to limit the Surveyor's liability for damages to the client to the sum of the fee charged for the surveying services. This limitation of liability shall apply regardless of the cause of action or legal theory pled or asserted by the Client. Should this limitation be unacceptable to the Client, the Client will notify the Surveyor in writing before services begin.

**SUBMITTED BY:**

**AUTHORIZATION TO PROCEED:**

This proposal and the terms and conditions described hereon are hereby accepted. Kister, Savio & Rei, Inc. is hereby authorized to proceed with the work described above.

KISTER, SAVIO & REI, INC.

ORGANIZATION: \_\_\_\_\_

BY: Matthew L. Rei  
Matthew L. Rei, President

ADDRESS: \_\_\_\_\_

CITY, ST & ZIP: \_\_\_\_\_

DATE: January 30, 2014

TELEPHONE: \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE: \_\_\_\_\_

JOB # \_\_\_\_\_

**RESOLUTION 2014 -**

**RESOLUTION OF THE LOCAL SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH NBS IN THE AMOUNT OF \$19,500 TO PROVIDE CONSULTING SERVICES FOR THE FORMER CIRCLE S SITE.**

WHEREAS, the Local Successor Agency (LSA) desires to form a community facilities district or such other financing mechanism as is desirable to meet the LSA's goals at the former Circle S mobile home park site; and

WHEREAS, the proposal submitted by NBS describes the firm as being an expert resource regarding the formation of Community Facilities District, mapping, data collection, and filing of Community Facilities District documents; and

WHEREAS, said professional services are essential to advancing development of this site and meeting the *Development Projects (Economic Development) – Circle S Project Development* adopted policy item under the FY 2013-15 Council Priority Workplan, effective July 1, 2013; and

WHEREAS, NBS desires to enter into the agreement described herein with the LSA as an independent contractor;

WHEREAS, consultant has represented to the LSA, and does in fact have the special training, skill, competence and expertise necessary to collect all necessary data, analyze, design, manage and prepare such studies and plans contemplated herein;

WHEREAS, the LSA desires to engage professionals who will act at all times with the LSA's best interest in mind and who will respect the trust and confidence placed with those professionals by the LSA;

WHEREAS, consultant is willing to render such professional services, as are defined in the attached Consultant Services Agreement; and

WHEREAS, the total cost for the outlined Scope of Work by NBS is \$19,500 and the Scope of Work is Exhibit A to the Consultant Services Agreement mentioned above; and

WHEREAS, approval of consultant contract is Statutorily Exempt from the provisions of CEQA pursuant to Section 15262 of the CEQA Guidelines, "a project involving only feasibility or planning studies for possible future actions." Implementation of consultants recommendations may be subject to further CEQA review, and may require further action at that time; and

WHEREAS, expense for this contract is not currently budgeted but will be covered: Funding for this contracts will be absorbed by Redevelopment Bond Proceeds; and

NOW THEREFORE BE IT RESOLVED that the Local Successor Agency authorizes the City Manager to negotiate and execute a contract to render the services described here in; and

BE IT FURTHER RESOLVED that the foregoing recitations are true and correct, and are included herein by reference as findings.

\* \* \* \* \*

Adopted this 7th day of April, 2014, by the following vote to wit:

AYES: COUNCILMEMBER:  
NOES: COUNCILMEMBER:  
ABSENT: COUNCILMEMBER:  
ABSTAIN: COUNCILMEMBER:

ATTEST:

APPROVED:

\_\_\_\_\_  
Ted Denney, Secretary

\_\_\_\_\_  
Paul V. Morris, Mayor

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE LOCAL SUCCESSOR  
AGENCY OF THE CITY OF SAN PABLO AND NBS**

Project No. \_\_\_\_\_  
Agreement No. [ \_\_\_\_\_ ]

THIS AGREEMENT, dated this 7<sup>th</sup> day of April 2014, is by and between the Local Successor Agency of the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "LSA"), whose address is 13181 San Pablo Ave., San Pablo, California 94806, and NBS, (hereinafter referred to as "Consultant"), whose address is 870 Market Street, Suite 1223, San Francisco, CA 94102, Telephone 800.434.8349, for community facilities district formation services.

**RECITALS:**

WHEREAS, the LSA desires to form a community facilities district at the Circle S site;

WHEREAS, Consultant desires to enter into the agreement described herein with the LSA as an independent contractor;

WHEREAS, Consultant has represented to LSA, and does in fact have the special training, skill, competence and expertise necessary to create a master landscape plan contemplated herein;

WHEREAS, the LSA desires to engage a professional who will act at all times with the LSA's best interest in mind and who will respect the trust and confidence placed in that professional by the LSA;

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Consultant and the LSA agree as follows:

**AGREEMENT:**

**(1) Scope of Service.**

**Term and Scope of Services**

Consultant agrees to provide landscape design services to the LSA in conformance with the proposal submitted by Consultant, NBS, hereinafter referred to as Exhibit A, the cost proposal submitted by Consultant, dated September 25, 2012, hereinafter referred to as Exhibit A, all of which are attached and incorporated herein by reference. In the event of any discrepancy between any of the terms of Consultant's proposal, and this agreement, the terms most favorable to the LSA shall prevail.

Consultant shall provide the scope and range of services directed to the attainment of the goals, milestones and performance commitments described in the exhibits attached hereto, including, but not limited to, the following:

## Quality of Performance

Consultant agrees to perform these services in accordance with the standards of its profession and within the terms of this agreement, and shall at all times be provided on a basis satisfactory to the City Manager, and shall at a minimum be consistent with all goals and objectives set forth herein.

Consultant shall be solely responsible for the quality and suitability of services provided pursuant to this Agreement. The City Manager shall determine whether services provided by Consultant pursuant to this Agreement are satisfactory to the LSA. If during the course of this Agreement, it is determined services being provided are not satisfactory, Consultant shall take such corrective action as the LSA may require. Failure to promptly take such action shall constitute a material breach of this Agreement and cause for termination in the LSA's discretion. This standard of care is not intended and shall not be construed to impose an obligation on the LSA within the meaning of Government Code Section 815.6.

### (2) Compensation.

Notwithstanding any contrary indications which may be contained in Consultant's proposal, in exchange for the satisfactory performance of services that satisfy and timely achieve the milestones, performance commitments and outcomes identified herein and in the attached exhibits, LSA hereby agrees to pay Consultant a sum not to exceed **\$19,500** as follows:

Consultant shall be paid within thirty (30) days of receipt of billings for work completed and approved. Invoices shall be submitted containing all information contained in paragraph 6 "Billings" below. In no event shall Consultant be entitled to compensation for extra work unless an approved change order, or other authorization describing the extra work and payment terms, has been executed by LSA prior to the commencement of the work.

Invoices must be signed by an authorized representative of Consultant, who shall verify that the invoiced services have been performed.

(3) Changes In Work-Extra Work. In addition to services described in section 1, the parties may from time to time agree in writing that Consultant, for additional compensation, shall perform additional services. The LSA and Consultant shall agree in writing to any changes in compensation and/or changes in Consultant's services prior to the commencement of any work. If Consultant deems work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, Consultant shall immediately inform the LSA in writing of the fact. The LSA shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the LSA determines that such work does constitute extra work, it shall provide compensation to the Consultant in accordance with an agreed cost that is fair and equitable.

This cost will be mutually agreed upon by the LSA and Consultant. A supplemental agreement providing for such compensation for extra work shall be negotiated between the LSA and the Consultant.

(4) Effective Date and Term. The effective date of this agreement is April 7, 2014 and it shall terminate on April 7, 2015.

(5) **Independent Contractor Status.** It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the LSA. Consultant shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant shall be responsible for its own acts and those of its agents and employees during the term of this agreement. Consultant shall not represent, at any time or in any manner, that Consultant is an employee of the LSA. Consultant will exercise its judgment in recommending to LSA the methods by which to accomplish LSA's objectives and desires. In any case where an opportunity is made available to Consultant, Consultant will determine whether it possesses sufficient training and background to carry out whatever objective is sought by the LSA. If Consultant accepts an engagement, such an acceptance is deemed an affirmative admission that Consultant possesses the necessary skills, background, and licenses to perform the needed services. Consultant acknowledges that the LSA will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the work set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the LSA and/or Consultant desires to continue Consultant's services after expiration or termination of this agreement, Consultant will sign a new contract.

(6) **Billings.** Consultant's bills shall include the following information: a brief description of services performed, the date the services were performed, the number of hours spent and by whom, the current contract amount, amount previously billed, total paid to date, outstanding balance, current invoice amount, total amount billed against the contract, amount remaining in contract, and the consultant's signature. Except as specifically authorized by LSA, Consultant shall not bill LSA for duplicate services performed by more than one person. In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in sections (2) and (3).

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performances of this agreement shall be incurred at the Consultant's discretion. Such expenses shall be Consultant's sole financial responsibility

(7) **Advice and Status Reporting.** Consultant shall provide the LSA with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to LSA such information as is necessary to enable LSA to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the services provided in achieving the goals and objectives contained herein. The LSA may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant shall notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to perform services under this Agreement, and shall do so immediately after discovery of the same.

(8) **Retention of Records.** Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the work as described within the proposal of services submitted to the LSA shall upon request be available for review by the LSA, and copies of pertinent

reports and correspondence, upon written request, shall be furnished for the files of LSA. Consultant shall maintain adequate documentation to substantiate all charges for hours and materials charged to LSA under this agreement. Consultant shall maintain the records and any other records related to the performance of this agreement and shall allow LSA access to such records for a period of four (4) years after the completion of the work to which records relate.

At LSA's request, or upon completion or termination of this agreement, Consultant shall return to LSA all plans, maps, cost estimates, project financial records, reports, and related documents.

All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this agreement shall be delivered to and become the property of the LSA and all data prepared or obtained under this contract shall be made available, upon request, to the LSA without restrictions or limitations on their use.

Consultant and its subcontractors shall maintain all books, documents, papers, employees' time sheets, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract, for inspection by the LSA, State, F.H.W.A., and/or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested. Consultant also agrees to submit all records, books, documents, and related material for audit evaluation by the LSA, State, F.H.W.A., or authorized representatives prior to, during, or four (4) years following this Project for the purpose of ascertaining applicable overhead rates, book, and record keeping procedures and other information as necessary.

**(9) Written Reports and Documents.** In accordance with Government Code section 7550, any document or written report prepared by Consultant for or under the direction of LSA shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

**(10) Record and Fiscal Control System**

Consultant shall maintain its financial records and fiscal control systems in a manner that meets the approval of the LSA; it shall maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment (social security), unemployment compensation, worker's compensation and other taxes as may be due; and unless exempt, procure and maintain a City of San Pablo Business License. Consultant shall maintain an effective system of internal control to assure that funds provided through the LSA are used solely for authorized purposes.

**(11) Access to Records; Audits**

The LSA shall have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers

of Consultant relating to the services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(12) **Consultant's Testimony.** Consultant agrees to consult with LSA and testify at LSA's request at no additional cost other than normal witness fees if litigation is brought against LSA in connection with Consultant's services.

(13) **Designation of Primary Provider of Services.** This agreement contemplates the services of Consultant firm, NBS. The primary provider of the services called for by this agreement shall be Tim Seufert, who shall not be replaced without the written consent of LSA.

(14) **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this agreement. If LSA asks Consultant to remove a person assigned to the work called for under this agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for LSA's request.

(15) **Assignment and Subcontracting.** It is recognized by the parties that a substantial inducement to LSA for entering into this agreement was, and is, the reputation and competence of Consultant. The assignment of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of the City Manager. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City Manager.

(16) **Insurance.**

A. **General, Automotive, and Employer's Liability, and Workers' Compensation Provisions.** On or before beginning any of the services or work called for by any term of this agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the LSA the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects to the LSA. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. Consultants shall maintain limits no less than set forth below. If the consultant maintains higher limits than the minimums shown above, the LSA shall be entitled to coverage for the higher limits maintained by the consultant.

**1. General Liability: \$2,000,000**  
(Includes operations, products and completed operations.)

Per occurrence for bodily injury, personal injury, and property damage.

**2. Automotive Liability: \$1,000,000**

Per accident for bodily injury and property damage

**3. Workers' Compensation: As Required by the State of California.** The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the LSA for all work performed by the Consultant, its employees, agents and subcontractors.

#### **4. Employers' Liability:**

**\$1,000,000 each accident;**

**\$1,000,000** policy limit bodily injury by disease, **\$1,000,000** each employee bodily injury by disease.

#### **5. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by LSA. At the option of LSA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LSA, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the LSA guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### **6. Other Insurance Provisions**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- The LSA, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 20 10 11 85, or forms CG2010 version 10/01 and GC 2037 versions 10/01 or equivalent) to the Consultant's insurance policy, or as a separate owner's policy.
- For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the LSA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the LSA, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the LSA.
- Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:
  - (i) LSA, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to LSA, its officers, employees, agents, or volunteers.

(ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the LSA will be called upon to contribute to a loss under the coverage.

(iv) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to LSA and its officers, employees, agents, and volunteers.

(vi) Notice of cancellation or non-renewal must be received by LSA at least thirty days prior to such change.

Deductibles and Self-Insured Retentions. Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of City Manager, Consultant may increase such deductibles or self-insured retentions with respect to LSA, its officers, employees, agents, and volunteers. The City Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

Notice of Reduction in Coverage. In the event that any coverage required under this section of the agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to LSA at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

#### **7. Waiver of Subrogation.**

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

#### **8. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

#### **9. Verification of Coverage**

Consultant shall furnish the LSA with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LSA, unless the insurance company will not use the LSA's forms. All endorsements are to be received and approved by the LSA before work

commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the LSA's forms, the Consultant's insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by the specifications.

## **10. Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

B. **Professional Liability.** Consultant, at Consultant's 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 one (1) million dollars covering the licensed professionals' errors and omissions, as follows:

- (i) Any deductible or self-insured retention shall not exceed \$50,000 per claim.
- (ii) Notice that cancellation, material change, or non-renewal must be received by the LSA at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
- (iii) The policy must contain a cross liability or severability of interest clause.
- (iv) The following provisions shall apply if the professional liability coverages are written on a claims-made form:
  - 1. The retroactive date of the policy must be shown and must be before the date of the agreement.
  - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the agreement or the work.
  - 3. 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 provide extended reporting coverage for a minimum of five years after completion of the agreement or the work. The LSA shall have the right to exercise at the Consultant's cost, any extended reporting provisions of the policy should the Consultant cancel or not renew the coverage.
  - 4. A copy of the claim reporting requirements must be submitted to the LSA prior to the commencement of any work under this agreement.
- (v) The policy shall not allow for "eroding coverage."

C. **LSA Remedies.** In addition to any other remedies LSA may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, LSA may, at its sole option:

- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;
- (ii) Order Consultant to stop work under this agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
- (iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies LSA may have and is not the exclusive remedy for Consultant's breach.

(17) **Standard of Care.** It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this agreement, that LSA relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner consistent with the standard of care of the of the industry, and Consultant thus agrees to so perform the work. Acceptance by LSA of the work performed under this agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a manner consistent with the standards of the profession. This standard of care is not intended and shall not be construed to impose an obligation on the LSA within the meaning of Government Code Section 815.6.

(18) **Indemnification**

A. To the fullest extent permitted by law, the Consultant shall (1) immediately defend, and (2) indemnify the LSA, and its officials, volunteers, officers, and employees from and against all liabilities regardless of nature or type directly or indirectly, in whole or in part, arising out of or resulting from Consultant's performance of services under this contract, or any negligent or wrongful act or omission of the Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

B. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the LSA, the LSA and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend LSA. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an

obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to the LSA for reimbursement of reasonable attorneys' fees and defense costs.

C. The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

D. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The parties further agree that the provisions of this section shall survive any termination or expiration of this Agreement.

**(19) Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

Consultant shall obtain and maintain a City of San Pablo Business License until all contract services are rendered and accepted by the LSA.

**(20) Nondiscriminatory Employment Practices and Compliance With Law.**

Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing work and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

**(21) Termination.**

A. LSA may terminate this agreement at its sole discretion at any time prior to completion by the Consultant of the services required hereunder. Notice of termination of this agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth in the first paragraph of this agreement. The agreement shall be terminated upon receipt of the Notice of Termination by the Consultant. If the LSA should terminate this agreement, the Consultant shall be compensated for all work performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or his employees, or services of others ordered by the Consultant or his employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the Consultant or his employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by LSA in accordance with percentage of project completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the Consultant. The LSA may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. Termination for Cause. LSA may terminate this agreement for cause by providing Consultant with one day's written notice of such termination should Consultant violate any of the terms and conditions of this agreement. In LSA's discretion and at LSA's option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this agreement, within seven days after receipt from the notice of such default. Upon LSA's termination of this agreement for cause, LSA reserves the right to complete the work by whatever means LSA deems expedient and the expense of completing such work, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. LSA may terminate this agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing its services under this agreement, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(22) Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: NBS  
870 Market Street, Suite 1223,  
San Francisco, CA 94102

To the LSA: City Manager  
13831 San Pablo Avenue  
San Pablo, CA 94806

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(23) **Ownership of Materials.** Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this agreement shall be the property of the LSA at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this agreement, shall be made available, upon request, to LSA at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(24) **Amendments.** This agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

(25) **Abandonment by Consultant.** In the event the Consultant ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Consultant shall, without delay, deliver to LSA all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which LSA incurs as a result of such cessation or abandonment.

Consultant agrees to be financially responsible to compensate LSA for any costs incurred by LSA in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the contract had Consultant completed the project.

(26) **Waiver.** The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

(27) **No Third-Party Rights.** The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

(28) **Severability.** Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

(29) **Compliance with Laws.** In the performance of this agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all work done under this agreement will be in compliance with

all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(30) **Controlling Law.** This agreement and all matters relating to it shall be governed by the laws of the State of California.

(31) **Breach.** In the event that Consultant fails to perform any of the services described in this agreement or otherwise breaches the agreement, LSA shall have the right to pursue all remedies provided by law and equity. Neither payment by the LSA nor performance by Consultant shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. Any litigation involving this Agreement or relating to the work shall be brought in Contra Costa County, and Consultant hereby waives the removal provisions of Code of Civil Procedure Section 394.

In the event of any suit, action or proceeding brought by either party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(32) **Inspection by Other Agencies.** Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which have provided grant funding (if any) for the subject Project and the LSA may have the right to inspect the work of such services whenever such representatives may deem inspection to be desirable or necessary.

(33) **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify LSA of the existence of such conflict of interest so that the LSA may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code ' 81000 et seq.) respecting this agreement.

Where City Manager determines, based on facts provided by LSA staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the LSA's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(34) **Copyright.** Upon LSA's request, Consultant shall execute appropriate documents to assign to the LSA the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect LSA's rights to the materials and records prepared or obtained in the performance of this agreement. LSA reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and LSA shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by LSA shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

(35) **Time is of the Essence.** In the performance of this agreement, time is of the essence. Consultant shall be available to begin performance of services under this agreement immediately

upon written notification of the execution of this agreement. All work as outlined in the scope of services in Exhibit A must be completed by April 7, 2014.

(36) **Whole Agreement.** This agreement has 14 pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(37) **Multiple Copies of Agreement.** Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, Consultant has executed this agreement, and the LSA, by its City Manager, who is authorized to do so, has executed this agreement.

**APPROVED AS TO FORM:**

**LSA OF SAN PABLO**  
A Municipal Corporation

By \_\_\_\_\_  
Brian M. Libow, City Attorney

By \_\_\_\_\_  
Matt Rodriguez, City Manager

**NBS**

By \_\_\_\_\_  
Tim Seufert, Director

**APPROVED AS TO CONTENT:**

By \_\_\_\_\_  
Ted J. Denney, City Clerk

Dated \_\_\_\_\_

Attachments: Exhibit A: Scope of Work



helping communities  
fund tomorrow

870 Market Street, Suite 1223  
San Francisco, CA 94102

Toll free: 800 434 8349

nbsgov.com

May 15, 2012

Mr. Kelsey Worthy  
Assistant City Manager  
City of San Pablo  
13831 San Pablo Avenue  
San Pablo, CA 94806

**Subject: Community Facilities District Formation Services for the Circle S Project Area  
in the City of San Pablo**

Dear Kelsey:

On behalf of NBS, I am pleased to submit this proposed scope and fee for the formation of a new services Community Facilities District (CFD), known as the "Circle S" project in the City of San Pablo (City). We understand that the City needs an experienced consultant to form this CFD to create an ongoing funding source. We will create an appropriate special tax formula, known as the RMA or Rate and Method of Apportionment, for this newly-created CFD.

NBS has been working with cities and other local governmental agencies for 15 years now, with a primary focus being these types of special tax and assessment districts. As part of the CFD team, we look forward to commencing this project very soon, with your approval. Please sign both copies of this letter agreement (or this letter may serve as the exhibit for your standard professional services agreement).

### **Scope of Services**

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As a member of the City's financing team, NBS will complete all tasks required to form a services or maintenance CFD, as listed below:

**Expert Resource.** First and foremost, NBS will act as the City's "expert resource," and is available to answer questions and advise the City regarding the formation and administration of a Community Facilities District. In addition, NBS will attend project team meetings as needed (this assumed up to 3 meetings in total, both onsite and via conference call)

**Kick-Off Meeting.** NBS will meet with City staff, legal counsel, the financial advisor and other interested parties to:

- Establish lines of communication.
- Clarify the specific project goals and criteria that will meet the City's preference.
- Identify and resolve any special circumstances regarding the formation of the CFD.
- Develop project schedules to meet legal requirements and provide for effective interaction of all involved parties.
- Establish meeting dates consistent with schedule to achieve project milestones.

**Data Collection.** NBS will gather and review data relevant to the formation of the Community Facilities District. Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information.

**District Boundaries.** NBS will make determinations of the property subject to the Special Tax.

- Establish boundaries for the Community Facilities District, giving consideration to both the project area and peripheral lands.
- Verify ownership based on last equalized tax roll.
- Formulate concepts with viable alternatives for spreading costs reasonably within the CFD boundary.

**Cost Estimate.** NBS will obtain the estimate of project costs and incidental expenses and prepare a total project Cost Estimate.

**Rate and Method of Apportionment.** NBS will formulate and present the Rate and Method of Apportionment to City staff, legal counsel, the financial advisor and others, as appropriate.

**Special Tax Modeling.** NBS will prepare a pro forma to model the special tax based on the projected development, land use and Rate and Method of Apportionment (the level of effort assumed not more than 2 formula iterations).

**Mapping.** NBS will prepare the Boundary Map and related documents and present to City staff as required by the Mello-Roos Community Facilities Act of 1982.

**Special Tax Report.** Based on the results of the aforementioned reviews, discussions and modifications, NBS will prepare a detailed written report (Special Tax Report) including the Cost Estimate, the Rate and Method of Apportionment and the Boundary Map and present to City staff, legal counsel, the financial advisor and others, as appropriate. NBS will also file the Special Tax Report with the City Clerk and will include a signed Special Tax Certificate.

**Public Hearing.** NBS will present all necessary testimony and respond to public comments regarding the CFD formation proceedings.

**Filing CFD Documents.** NBS will record the Boundary Map with the County Recorder in compliance with the Mello-Roos Community Facilities Act of 1982. NBS will record the Notice of Special Tax Lien, including the Rate and Method of Apportionment, with the County Recorder in compliance with the Mello-Roos Community Facilities Act of 1982.

**Fees**

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**Community Facilities District formation**

Circle S Project CFD formation .....\$19,500

**Expenses**

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to, mailing, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees. NBS will voluntarily cap these expenses at \$1,500.

**Additional Services**

The following table shows our current hourly rates. Additional services authorized by the City will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	\$ 190
Senior Consultant/Programmer	150
Engineer	140
Consultant	130
Analyst	100
Clerical/Support	55
Expert Witness	TBD; with minimum fee

**Terms**

Services will be invoiced monthly. Expenses will be itemized and included in the next regular invoice. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel contracts with 30 days written notice.

Please contact me with any questions at either 800-434-8349 or via email at [tseufert@nbsgov.com](mailto:tseufert@nbsgov.com). I look forward to working with you on this project.

Sincerely,



Tim Seufert  
Director

Approved by City:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, Title and Date

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**RESOLUTION 2014 -**

**RESOLUTION OF THE LOCAL SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH FIELDMAN, ROLAPP & ASSOCIATES IN THE AMOUNT OF \$40,000 TO PROVIDE CONSULTING SERVICES FOR THE FORMER CIRCLE S SITE.**

WHEREAS, the Local Successor Agency (LSA) desires independent financial advisory services to be performed in connection with development of the former Circle-S mobile home park site; and

WHEREAS, said professional services are essential to advancing development of this site and meeting the *Development Projects (Economic Development) – Circle S Project Development* adopted policy item under the FY 2013-15 Council Priority Workplan, effective July 1, 2013; and

WHEREAS, Fieldman, Rolapp & Associates desires to enter into the agreement described herein with the City as an independent contractor;

WHEREAS, consultant has represented to the LSA, and does in fact have the special training, skill, competence and expertise necessary to collect all necessary data, analyze, design, manage and prepare such studies and plans contemplated herein;

WHEREAS, the LSA desires to engage professionals who will act at all times with the LSA's best interest in mind and who will respect the trust and confidence placed with those professionals by the LSA;

WHEREAS, consultant is willing to render such professional services, as are defined in the attached Consultant Services Agreement; and

WHEREAS, the total cost for the outlined Scope of Work by Fieldman, Rolapp & Associates is \$40,000; and

WHEREAS, approval of consultant contract is Statutorily Exempt from the provisions of CEQA pursuant to Section 15262 of the CEQA Guidelines, "a project involving only feasibility or planning studies for possible future actions." Implementation of consultants recommendations may be subject to further CEQA review, and may require further action at that time; and

WHEREAS, expense for this contract is not currently budgeted but will be covered: Funding for this contracts will be absorbed by Redevelopment Bond Proceeds; and

NOW THEREFORE BE IT RESOLVED that the Local Successor Agency authorizes the City manager to negotiate and execute a contract to render the services described here in; and

BE IT FURTHER RESOLVED that the foregoing recitations are true and correct, and are included herein by reference as findings.

\* \* \* \* \*

Adopted this 7th day of April, 2014, by the following vote to wit:

AYES: COUNCILMEMBER:  
NOES: COUNCILMEMBER:  
ABSENT: COUNCILMEMBER:  
ABSTAIN: COUNCILMEMBER:

ATTEST:

APPROVED:

\_\_\_\_\_  
Ted Denney, Secretary

\_\_\_\_\_  
Paul V. Morris, Mayor

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE LOCAL SUCCESSOR AGENCY OF THE CITY OF SAN PABLO AND FIELDMAN, ROLAPP & ASSOCIATES**

Project No. \_\_\_\_\_  
Agreement No. [ \_\_\_\_\_ ]

THIS AGREEMENT, dated this 7th day of April, 2014, is by and between the Local Successor Agency of the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "LSA"), whose address is 13181 San Pablo Ave., San Pablo, California 94806, and Fieldman, Rolapp & Associates, (hereinafter referred to as "Consultant"), whose address is 19900 MacArthur Blvd., Suite 1100, Irvine, California 92612, Telephone (949) 660-7300, for Financial Advisory services.

**RECITALS:**

WHEREAS, the LSA desires independent financial advisory services to be performed in connection with the Circle-S Site;

WHEREAS, Consultant desires to enter into the agreement described herein with the LSA as an independent contractor;

WHEREAS, Consultant has represented to LSA, and does in fact have the special training, skill, competence and expertise necessary to coordinate and advise the LSA on the formation of a Community Facilities District;

WHEREAS, the LSA desires to engage a professional who will act at all times with the LSA's best interest in mind and who will respect the trust and confidence placed in that professional by the LSA;

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Consultant and the LSA agree as follows:

**AGREEMENT:**

**(1) Scope of Service.**

**Term and Scope of Services**

Consultant agrees to provide Financial Advisory Services to the LSA in conformance with the scope of services and cost proposal submitted by Consultant, hereinafter referred to as Exhibit A and Exhibit B, respectively, dated September 10, 2012, both of which are attached and incorporated herein by reference. In the event of any discrepancy between any of the terms of Consultant's proposal and this agreement, the terms most favorable to the LSA shall prevail.

Consultant shall provide the scope and range of services directed to the attainment of the goals, milestones and performance commitments described in the exhibits attached hereto, including, but not limited to, the following:

### Quality of Performance

Consultant agrees to perform these services in accordance with the standards of its profession and within the terms of this agreement, and shall at all times be provided on a basis satisfactory to the City Manager, and shall at a minimum be consistent with all goals and objectives set forth herein.

Consultant shall be solely responsible for the quality and suitability of services provided pursuant to this Agreement. The City Manager shall determine whether services provided by Consultant pursuant to this Agreement are satisfactory to the LSA. If during the course of this Agreement, it is determined services being provided are not satisfactory, Consultant shall take such corrective action as the LSA may require. Failure to promptly take such action shall constitute a material breach of this Agreement and cause for termination in the LSA's discretion. This standard of care is not intended and shall not be construed to impose an obligation on the LSA within the meaning of Government Code Section 815.6.

### **(2) Compensation.**

Notwithstanding any contrary indications which may be contained in Consultant's proposal, in exchange for the satisfactory performance of services that satisfy and timely achieve the milestones, performance commitments and outcomes identified herein and in the attached exhibits, LSA hereby agrees to pay Consultant a sum not to exceed \$40,000 as follows:

Per the compensation schedule detailed in Exhibit B, the Consultant will bill the LSA for services rendered in connection with the formation of a Community Facilities District ("CFD") on an hourly basis, not to exceed \$40,000. For all services rendered in connection with the sale of bonds related to the CFD, the Consultant's fees will be contingent upon the sale of bonds and payable from bond proceeds, as detailed in Exhibit B.

Consultant shall be paid within thirty (30) days of receipt of billings for work completed and approved. Invoices shall be submitted containing all information contained in paragraph 6 "Billings" below. In no event shall Consultant be entitled to compensation for extra work unless an approved change order, or other authorization describing the extra work and payment terms, has been executed by LSA prior to the commencement of the work.

Invoices must be signed by an authorized representative of Consultant, who shall verify that the invoiced services have been performed.

**(3) Changes In Work-Extra Work.** In addition to services described in section 1, the parties may from time to time agree in writing that Consultant, for additional compensation, shall perform additional services. The LSA and Consultant shall agree in writing to any changes in compensation and/or changes in Consultant's services prior to the commencement of any work. If Consultant deems work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, Consultant shall immediately inform the LSA in writing of the fact. The LSA shall make a determination as

to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the LSA determines that such work does constitute extra work, it shall provide compensation to the Consultant in accordance with an agreed cost that is fair and equitable.

This cost will be mutually agreed upon by the LSA and Consultant. A supplemental agreement providing for such compensation for extra work shall be negotiated between the LSA and the Consultant.

(4) **Effective Date and Term.** The effective date of this agreement is April 7, 2014, and it shall terminate on April 7, 2015.

(5) **Independent Contractor Status.** It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the LSA. Consultant shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant shall be responsible for its own acts and those of its agents and employees during the term of this agreement. Consultant shall not represent, at any time or in any manner, that Consultant is an employee of the LSA. Consultant will exercise its judgment in recommending to LSA the methods by which to accomplish LSA's objectives and desires. In any case where an opportunity is made available to Consultant, Consultant will determine whether it possesses sufficient training and background to carry out whatever objective is sought by the LSA. If Consultant accepts an engagement, such an acceptance is deemed an affirmative admission that Consultant possesses the necessary skills, background, and licenses to perform the needed services. Consultant acknowledges that the LSA will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the work set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the LSA and/or Consultant desires to continue Consultant's services after expiration or termination of this agreement, Consultant will sign a new contract.

(6) **Billings.** Consultant's bills shall include the following information: a brief description of services performed, the date the services were performed, the number of hours spent and by whom, the current contract amount, amount previously billed, total paid to date, outstanding balance, current invoice amount, total amount billed against the contract, amount remaining in contract, and the consultant's signature. Except as specifically authorized by LSA, Consultant shall not bill LSA for duplicate services performed by more than one person. In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in sections (2) and (3).

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performances of this agreement shall be incurred at the Consultant's discretion. Such expenses shall be Consultant's sole financial responsibility

(7) **Advice and Status Reporting.** Consultant shall provide the LSA with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to LSA such information as is necessary to enable LSA to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the services provided in achieving the goals and objectives contained herein. The LSA may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant shall notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to perform services under this Agreement, and shall do so immediately after discovery of the same.

(8) **Retention of Records.** Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the work as described within the proposal of services submitted to the LSA shall upon request be available for review by the LSA, and copies of pertinent reports and correspondence, upon written request, shall be furnished for the files of LSA. Consultant shall maintain adequate documentation to substantiate all charges for hours and materials charged to LSA under this agreement. Consultant shall maintain the records and any other records related to the performance of this agreement and shall allow LSA access to such records for a period of four (4) years after the completion of the work to which records relate.

At LSA's request, or upon completion or termination of this agreement, Consultant shall return to LSA all plans, maps, cost estimates, project financial records, reports, and related documents.

All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this agreement shall be delivered to and become the property of the LSA and all data prepared or obtained under this contract shall be made available, upon request, to the LSA without restrictions or limitations on their use.

Consultant and its subcontractors shall maintain all books, documents, papers, employees' time sheets, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract, for inspection by the City, State, [F.H.W.A, and/or any authorized representatives of the Federal Government] and copies thereof shall be furnished if requested. Consultant also agrees to submit all records, books, documents, and related material for audit evaluation by the City, State, [F.H.W.A.], or authorized representatives prior to, during, or four (4) years following this Project for the purpose of ascertaining applicable overhead rates, book, and record keeping procedures and other information as necessary.

(9) **Written Reports and Documents.** In accordance with Government Code section 7550, any document or written report prepared by Consultant for or under the direction of LSA shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product

of this agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

**(10) Record and Fiscal Control System**

Consultant shall maintain its financial records and fiscal control systems in a manner that meets the approval of the LSA; it shall maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment (social security), unemployment compensation, worker's compensation and other taxes as may be due; and unless exempt, procure and maintain a City of San Pablo Business License. Consultant shall maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

**(11) Access to Records; Audits**

The City shall have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

**(12) Consultant's Testimony.** Consultant agrees to consult with LSA and testify at LSA's request at no additional cost other than normal witness fees if litigation is brought against LSA in connection with Consultant's services.

**(13) Designation of Primary Provider of Services.** This agreement contemplates the services of Consultant firm, Fieldman, Rolapp & Associates, the primary provider of the services called for by this agreement shall be Darryl Street, who shall not be replaced without the written consent of LSA.

**(14) Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this agreement. If LSA asks Consultant to remove a person assigned to the work called for under this agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for LSA's request.

**(15) Assignment and Subcontracting.** It is recognized by the parties that a substantial inducement to LSA for entering into this agreement was, and is, the reputation and competence of Consultant. The assignment of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of City Manager. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City Manager.

**(16) Insurance.**

**A. General, Automotive, and Employer's Liability, and Workers' Compensation Provisions.** On or before beginning any of the services or work called for by any term of this agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the LSA the insurance specified herein below with insurers and under forms of insurance satisfactory in

all respects to the LSA. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. Consultants shall maintain limits no less than set forth below. If the consultant maintains higher limits than the minimums shown above, the LSA shall be entitled to coverage for the higher limits maintained by the consultant.

- 1. General Liability:** **\$2,000,000**  
(Includes operations, products and completed operations.)

Per occurrence for bodily injury, personal injury, and property damage.

- 2. Automotive Liability:** **\$1,000,000**

Per accident for bodily injury and property damage

- 3. Workers' Compensation: As Required by the State of California.** The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the LSA for all work performed by the Consultant, its employees, agents and subcontractors.

- 4. Employers' Liability:** **\$1,000,000 each accident;**

**\$1,000,000** policy limit bodily injury by disease, **\$1,000,000** each employee bodily injury by disease.

#### **5. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by LSA. At the option of LSA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LSA, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the LSA guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### **6. Other Insurance Provisions**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- The LSA, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 20 10 11 85, or forms CG2010 version 10/01 and GC 2037 versions 10/01 or equivalent) to the Consultant's insurance policy, or as a separate owner's policy.
- For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the LSA, its officers, officials,

employees, and volunteers. Any insurance or self-insurance maintained by the LSA, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the LSA.
- Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:
  - (i) LSA, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to LSA, its officers, employees, agents, or volunteers.
  - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
  - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the LSA will be called upon to contribute to a loss under the coverage.
  - (iv) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to LSA and its officers, employees, agents, and volunteers.
  - (vi) . Notice of cancellation or non-renewal will be provided to the additional insured as provided in the policy.

Deductibles and Self-Insured Retentions. Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of LSA Manager, Consultant may increase such deductibles or self-insured retentions with respect to LSA, its officers, employees, agents, and volunteers. The City Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- Notice of Reduction in Coverage. In the event that any coverage required under this section of the agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to LSA at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

## 7. Waiver of Subrogation.

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

## 8. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

## 9. Verification of Coverage

Consultant shall furnish the LSA with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LSA, unless the insurance company will not use the LSA's forms. All endorsements are to be received and approved by the LSA before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the LSA's forms, the Consultant's insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by the specifications. If the project extends beyond the expiration of the current coverage period show on the certificate of insurance, the contractor must submit a new certificate of insurance to LSA.

## 10. Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

B. **Professional Liability.** Consultant, at Consultant's 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 one (1) million dollars covering the licensed professionals' errors and omissions, as follows:

- (i) Any deductible or self-insured retention shall not exceed \$50,000 per claim.
- (ii) Notice that cancellation, material change, or non-renewal must be received by the LSA at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
- (iii) The policy must contain a cross liability or severability of interest clause.
- (iv) The following provisions shall apply if the professional liability coverages are written on a claims-made form:

1. The retroactive date of the policy must be shown and must be before the date of the agreement.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the agreement or the work.
3. 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 provide extended reporting coverage for a minimum of five years after completion of the agreement or the work. The LSA shall have the right to exercise at the Consultant's cost, any extended reporting provisions of the policy should the Consultant cancel or not renew the coverage.
4. A copy of the claim reporting requirements must be submitted to the LSA prior to the commencement of any work under this agreement.

(v) The policy shall not allow for "eroding coverage."

**C. LSA Remedies.** In addition to any other remedies LSA may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, LSA may, at its sole option:

- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;
- (ii) Order Consultant to stop work under this agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
- (iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies LSA may have and is not the exclusive remedy for Consultant's breach.

**(17) Standard of Care.** It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this agreement, that LSA relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner consistent with the standard of care of the of the industry, and Consultant thus agrees to so perform the work. Acceptance by LSA of the work performed under this agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of

the work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a manner consistent with the standards of the profession. This standard of care is not intended and shall not be construed to impose an obligation on the LSA within the meaning of Government Code Section 815.6.

**(18) Indemnification**

A. To the fullest extent permitted by law, the Consultant shall (1) immediately defend, and (2) indemnify the LSA, and its officials, volunteers, officers, and employees from and against all liabilities regardless of nature or type directly or indirectly, in whole or in part, arising out of or resulting from Consultant's performance of services under this contract, or any negligent or wrongful act or omission of the Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

B. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the LSA, the LSA and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend LSA. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to the LSA for reimbursement of reasonable attorneys' fees and defense costs.

C. The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

D. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or

claims for damages. The parties further agree that the provisions of this section shall survive any termination or expiration of this Agreement.

**(19) Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

Consultant shall obtain and maintain a City of San Pablo Business License until all contract services are rendered and accepted by the LSA.

**(20) Nondiscriminatory Employment Practices and Compliance With Law.**

Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing work and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

**(21) Termination.**

A. LSA may terminate this agreement at its sole discretion at any time prior to completion by the Consultant of the services required hereunder. Notice of termination of this agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth in the first paragraph of this agreement. The agreement shall be terminated upon receipt of the Notice of Termination by the Consultant. If the LSA should terminate this agreement, the Consultant shall be compensated for all work performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or his employees, or services of others ordered by the Consultant or his employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the Consultant or his employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by LSA in accordance with percentage of project completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the Consultant. The LSA may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. Termination for Cause. LSA may terminate this agreement for cause by providing Consultant with one day's written notice of such termination should Consultant violate any of the terms and conditions of this agreement. In LSA's discretion and at LSA's option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this agreement, within seven days after receipt from the notice of such default. Upon LSA's termination of this agreement for cause, LSA reserves the right to complete the work by whatever means LSA deems expedient and the expense of completing such work, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. LSA may terminate this agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing its services under this agreement, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

**(22) Notices.** Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: Fieldman, Rolapp & Associates  
19900 MacArthur Blvd., Suite 1100  
Irvine, CA 92612  
Attn: Darryl Street

To the LSA: City Manager  
13831 San Pablo Ave.  
San Pablo, CA 94806

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

**(23) Ownership of Materials.** Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this agreement shall be the property of the LSA at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this agreement, shall be made available, upon request, to LSA at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

**(24) Amendments.** This agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form

by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

(25) **Abandonment by Consultant.** In the event the Consultant ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

Consultant agrees to be financially responsible to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the contract had Consultant completed the project.

(26) **Waiver.** The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

(27) **No Third-party Rights.** The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

(28) **Severability.** Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

(29) **Compliance with Laws.** In the performance of this agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(30) **Controlling Law.** This agreement and all matters relating to it shall be governed by the laws of the State of California.

(31) **Breach.** In the event that Consultant fails to perform any of the services described in this agreement or otherwise breaches the agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. Any litigation involving this Agreement or relating to the work shall be brought in Contra Costa County, and Consultant hereby waives the removal provisions of Code of Civil Procedure Section 394.

In the event of any suit, action or proceeding brought by either party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(32) **Inspection by Other Agencies.** Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which have provided grant funding (if any) for the subject Project and the City may have the right to inspect the work of such services whenever such representatives may deem inspection to be desirable or necessary.

(33) **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code ' 81000 et seq.) respecting this agreement.

Where City Manager determines, based on facts provided by LSA staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(34) **Copyright.** Upon LSA's request, Consultant shall execute appropriate documents to assign to the LSA the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect LSA's rights to the materials and records prepared or obtained in the performance of this agreement. LSA reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and LSA shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by LSA shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

(35) **Time is of the Essence.** In the performance of this agreement, time is of the essence. Consultant shall be available to begin performance of services under this agreement immediately upon written notification of the execution of this agreement.

(36) **Whole Agreement.** This agreement has (15) pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(37) **Multiple Copies of Agreement.** Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, Consultant has executed this agreement, and the LSA, by its City Manager, who is authorized to do so, has executed this agreement.

APPROVED AS TO FORM:

LSA OF SAN PABLO  
a Municipal Corporation

By \_\_\_\_\_  
Brian M. Libow, City Attorney

By \_\_\_\_\_  
Matt Rodriguez, City Manager

APPROVED AS TO CONTENT:

By \_\_\_\_\_

Dated: \_\_\_\_\_

FIELDMAN, ROLAPP & ASSOCIATES

By \_\_\_\_\_  
Darryl Street, Vice President

Attachments: Exhibit A: Consultant's Scope of Services  
Exhibit B: Consultant's Compensation Schedule

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL ADVISOR  
BY AND BETWEEN  
THE CITY OF SAN PABLO  
AND  
FIELDMAN, ROLAPP & ASSOCIATES  
(Dated September 10, 2012)

*Scope of Services*

**A. General Services.**

The Consultant shall perform all the duties and services specifically set forth herein and shall provide such other services as it deems necessary or advisable, or are reasonable and necessary to accomplish the intent of this Agreement in a manner consistent with the standards and practice of professional financial advisors prevailing at the time such services are rendered to the City.

The City may, with the concurrence of Consultant, expand this Agreement to include any additional services not specifically identified within the terms of this Agreement. Any additional services may be described in an addendum to this Exhibit A and are subject to fees described in Exhibit B to this Agreement.

**B. Specific Services.**

**Phase I:**

1. Infrastructure Financing Services.

The Consultant shall perform an independent review of the proposed financing program. The Consultant's findings will be presented to the City staff for its review and comment. If the City staff directs Consultant to proceed, the Consultant shall assume primary responsibility for assisting the City in coordinating the planning and execution of the formation of a community facilities district. Insofar, as the Consultant is providing services, which are rendered only to the City, the overall coordination of the proposed financing shall be such as to minimize the costs of the transaction.

2. Initial Review of Infrastructure Financing.

Initially Consultant will meet with City staff to outline its goals and objectives. In consultation with any other professionals also engaged in the process, Consultant will meet with the landowner and its representatives to understand its public financing plan. Consultant will evaluate the landowner's proposed financing program and provide recommendations that would make any proposed financing consistent with industry practices and common industry benchmarks and also achieve the stated goals and objectives of the City. Consultant will present a summary of its findings to City staff and will respond to comments and questions raised by the staff. To the extent that additional information is requested by City staff, Consultant will conduct additional research and present additional findings to the Council.

## **Phase II:**

### **1. Establish the Financing Objectives.**

If the City decides to proceed in concept with a community facilities district, the Consultant shall work with City staff identify the other required financing team members and begin the process of coordinating their activities, consistent with the stated goals and objectives of the City.

Unless previously determined, Consultant shall recommend the method of sale of debt and outline the steps required to achieve efficient market access.

### **2. Develop the Schedule.**

The Consultant shall take the lead role in preparing a schedule and detailed description of the interconnected responsibilities of each team member and update this schedule, with refinements, as necessary, as the work progresses.

### **Monitor the Formation and Transaction Process.**

The Consultant shall have primary responsibility for the successful implementation of the financing strategy and timetable that is adopted for each debt issue relating to the Project. The Consultant shall prepare the timetables and work schedules necessary to create a community facilities district, or another infrastructure financing program and, if formed, the activities required to sell and deliver bonds. These timetables and work schedules will be designed to achieve the desired results in a timely, efficient and cost-effective manner and Consultant will coordinate and monitor the activities of all parties engaged in the financing transaction, including conference calls and meetings of the financing team and the landowner.

## **Phase III:**

The Services described in Phase III will commence upon appropriate action of the City adopting Resolution of Issuance to sell bonds. Except for certain tasks outlined in Phase II, paragraph 3, Phase I and II services shall be deemed completed upon commencement of Phase III services unless "change proceedings" are conducted or unless tasks outlined in Phase II are required after the issuance of the first series of bonds and in advance of a resolution of issuance for an additional series of bonds. Specifically in Phase III, the Consultant will:

### **1 Review the Official Statement**

a. Generally, SEC, MSRB, and GFOA guidelines encourage full disclosure so that potential investors have sufficient data to analyze each proposed financing. Upon direction of the City, the Consultant shall review the official statement for each debt issue relating to the Project to insure that the City's official statement is compiled in a manner consistent with industry standards, typically including the following matters:

- Legal City for the Financing
- Security for the Financing
- Restrictions on Additional Financings
- Purpose and Funds for which the Financing is Being Issued
- Sources and Uses of Proceeds

- Revenue Sources:
- Outstanding Financings
- Planned Future Financings
- Legal Opinions Regarding Tax Exemption
- Such Other Matters as the Context May Require.

b. The Consultant will post and maintain the final official statement on an internet web site.

2 Procure and Coordinate Additional Service Providers.

Should the City desire, the Consultant may act as City's representative in procuring the services of financial printers for the official statement and related documents, and for the printing of any securities. In addition, the Consultant may act as the City's representative in procuring the services of trustees, paying agents, fiscal agents, feasibility consultants, or escrow verification agents or other professionals, if the City directs.

3 Provide Financial Advice to the City Relating to Financing Documents.

Simultaneous with assisting in the preparation of official statements for each debt issue relating to the Project, the Consultant shall assist the managing underwriters, bond counsel and/or other legal advisors in the review of the respective financing resolutions, notices and other legal documents. In this regard, the Consultant shall monitor document preparation for a consistent and accurate presentation of the recommended business terms and financing structure of each debt issue relating to the Project, it being specifically understood however that the Consultant's services shall in no manner be construed as the Consultant engaging in the practice of law.

4 Compute Sizing and Design Structure of Debt Issue.

The Consultant shall work with the City's staff to design a financing structure for each debt issue relating to the Project that is consistent with the City's objectives, that coordinates each transaction with outstanding issues and that reflects current conditions in the capital markets.

5 Plan and Schedule Investor Briefings.

If appropriate, the Consultant shall develop a plan for presenting the financing program to the investor community. The Consultant shall schedule underwriter and/or investor visits, if appropriate; to assure the appropriate and most knowledgeable personnel are available for the presentation and, if requested, will develop presentation materials and assist the City officials in preparing for the presentations.

6 Conduct Credit Enhancement Evaluation.

If appropriate and at the City's direction, the Consultant will initiate discussions with the landowner regarding letter of credit providers and vendors of other forms of credit enhancements to provide credit support for the financing.

7 Conduct Market Analysis and Evaluate Timing of Market Entry.

The Consultant shall provide regular summaries of current municipal market conditions, trends in the market and how these may favorably or unfavorably affect the City's proposed financing.

In the case of a negotiated sale of debt, the Consultant shall perform a thorough evaluation of market conditions preceding the negotiation of the terms of the sale of debt and will assist the City with the negotiation of final issue structure, interest rates, interest cost, reoffering terms and gross underwriting spread and provide a recommendation on acceptance or rejection of the offer to purchase the debt. This assistance and evaluation will focus on the following areas as determinants of interest cost:

- Size of financing
- Sources and uses of funds
- Terms and maturities of the debt issue
- Review of the rating in pricing of the debt issue
- Investment of debt issue proceeds
- Distribution mix among institutional and retail purchasers
- Interest rate, reoffering terms and underwriting discount with comparable issues
- Redemption provisions

8 Recommend Award of Debt Issuance.

Based upon activities outlined in Task 10 above, the Consultant will recommend accepting or rejecting offers to purchase the debt issue. If the City elects to award the debt issue, the Consultant will instruct all parties and help facilitate the actions required to formally consummate the award.

9 Provide Pre-Closing and Closing Activities.

The Consultant shall assist in arranging for the closing of each financing. The Consultant shall assist counsel in assuming responsibility for such arrangements as they are required, including arranging for or monitoring the progress of bond printing, qualification of issues for book-entry status, signing and final delivery of the securities and settlement of the costs of issuance.

**EXHIBIT B  
TO  
FINANCIAL ADVISORY SERVICES AGREEMENT  
CITY OF SAN PABLO AND  
FIELDMAN, ROLAPP & ASSOCIATES  
(Dated September 10, 2012)**

***Compensation***

Fees for General non-bond issuance services rendered hereunder will be billed at our hourly rates per the table provided below plus expenses. Phase I and Phase II services will conclude with the adoption of the Resolution of Issuance to sell bonds.

<b>Personnel</b>	<b>Hourly Rate</b>
Executive Officer.....	\$300.00
Principal.....	\$290.00
Principal/Senior Vice Presidents .....	\$275.00
Vice Presidents.....	\$225.00
Assistant Vice Presidents.....	\$195.00
Senior Associate.....	\$150.00
Associates .....	\$125.00
Analyst.....	\$85.00
Administrative Assistants .....	\$65.00
Clerical (Other) .....	\$35.00

For all services rendered under Phase III resulting in a negotiated sale of Bonds, the City will pay us a fee based upon the following schedule for each negotiated sale of Bonds:

Par Value of Bonds	Negotiated Sale Contingent Fee
\$1 to 10,000,000	39,500
10,000,001 to 20,000,000	49,500
20,000,001 to 30,000,000	55,500
30,000,001 to 50,000,000	60,500
50,000,001 and above	69,500

Payment of fees earned by Consultant pursuant to Phase III shall be contingent on the closing of the debt issue(s) undertaken to finance the Project.

**Other Services**

Fees for other financial advisory services will be billed at then current hourly rates. Other services cannot be initiated without written authorization by the City.

**Expenses**

Expenses will be billed for separately and will cover, among other things, travel, lodging, subsistence, overnight courier, internet posting, computer, and fax transmission charges. Advances made on behalf of the City for costs of preparing, printing or distributing disclosure materials or related matter whether by postal services or electronic means, may also be billed through to the City upon prior authorization. Additionally, a surcharge of 6% of the net fee amount is added to verifiable out-of-pocket costs for recovery of costs such as telephone, postage, document reproduction and the like.

***Limiting Terms and Conditions***

The above fee is based on completion of work orders within six months of the City's authorization to proceed, and assumes that the City will provide all necessary information in a timely manner. If there is a repeat of any of the services detailed in Phase I and Phase II of Exhibit A which is made necessary through no fault of the Consultant, the Consultant reserves the right to increase the cap for Phase I and Phase II services and bill at the hourly rates provided in the table.

The fee shown above in Phases I and II presumes attendance at up to six meetings in the City's offices or such other location within a 25 mile radius of the City place of business as the City may designate. Preparation for, and attendance at City Board meetings on any basis other than "by appointment" may be charged at our normal hourly rates as shown above.

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**RESOLUTION 2014 -**

**RESOLUTION OF THE LOCAL SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BEST, BEST & KRIEGER IN THE AMOUNT OF \$35,000 TO PROVIDE CONSULTING SERVICES FOR THE FORMER CIRCLE S SITE.**

WHEREAS, the Local Successor Agency (LSA) desires independent legal advisory services to be performed in connection with development of the former Circle-S mobile home park site; and

WHEREAS, said professional services are essential to advancing development of this site and meeting the *Development Projects (Economic Development) – Circle S Project Development* adopted policy item under the FY 2013-15 Council Priority Workplan, effective July 1, 2013; and

WHEREAS, Best, Best & Krieger (BBK) desires to enter into the agreement described herein with the City as an independent contractor;

WHEREAS, consultant has represented to the LSA, and does in fact have the special training, skill, competence and expertise necessary to collect all necessary data, analyze, design, manage and prepare such studies and plans contemplated herein;

WHEREAS, the LSA desires to engage professionals who will act at all times with the LSA's best interest in mind and who will respect the trust and confidence placed with those professionals by the LSA;

WHEREAS, consultant is willing to render such professional services, as are defined in the attached Consultant Services Agreement; and

WHEREAS, the total cost for the outlined Scope of Work by BBK totals \$35,000; and

WHEREAS, approval of consultant contract is Statutorily Exempt from the provisions of CEQA pursuant to Section 15262 of the CEQA Guidelines, "a project involving only feasibility or planning studies for possible future actions." Implementation of consultants recommendations may be subject to further CEQA review, and may require further action at that time; and

WHEREAS, expense for this contract is not currently budgeted but will be covered: Funding for this contracts will be absorbed by Redevelopment Bond Proceeds; and

NOW THEREFORE BE IT RESOLVED that the Local Successor Agency authorizes the City manager to negotiate and execute a contract to render the services described here in; and

BE IT FURTHER RESOLVED that the foregoing recitations are true and correct, and are included herein by reference as findings.

\*\*\*\*\*

Adopted this 7th day of April, 2014, by the following vote to wit:

AYES: COUNCILMEMBER:  
NOES: COUNCILMEMBER:  
ABSENT: COUNCILMEMBER:  
ABSTAIN: COUNCILMEMBER:

ATTEST:

APPROVED:

\_\_\_\_\_  
Ted Denney, Secretary

\_\_\_\_\_  
Paul V. Morris, Mayor

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE LOCAL SUCCESSOR AGENCY OF THE CITY OF SAN PABLO AND BEST BEST & KRIEGER LLP**

Project No. \_\_\_\_\_  
Agreement No. [ \_\_\_\_\_ ]

THIS AGREEMENT, dated this 7<sup>th</sup> day of April, 2014, is by and between the Local Successor Agency of the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "LSA "), whose address is 13181 San Pablo Ave., San Pablo, California 94806, and Best Best & Krieger LLP, (hereinafter referred to as "Counsel"), whose address is 655 West Broadway 15th Floor, San Diego, California 92101, Telephone (619) 525-1300, for legal services.

**RECITALS:**

WHEREAS, the LSA desires to retain Counsel to provide legal services related to the formation of a community facilities district referred to the "Circle-S CFD" and the issuance of bonds for such community facilities district;

WHEREAS, Counsel desires to enter into the agreement described herein with the LSA as an independent contractor;

WHEREAS, Counsel has represented to LSA, and does in fact have the special training, skill, competence and expertise necessary to provide legal services to the LSA pertaining to the formation of the Circle-S CFD and the issuance of bonds for the Circle-S CFD contemplated herein;

WHEREAS, the LSA desires to engage a professional who will act at all times with the LSA's best interest in mind and who will respect the trust and confidence placed in that professional by the LSA;

WHEREAS, Counsel is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Counsel and the LSA agree as follows:

**AGREEMENT:**

**(1) Scope of Service; Quality of Performance.**

Term and Scope of Services

Counsel agrees to provide legal services to the LSA in conformance with the Scope of Services, hereinafter referred to as Exhibit A, which is attached and incorporated herein by reference. In the event of any discrepancy between any of the terms of Scope of Services and this agreement, the terms most favorable to the LSA shall prevail.

Counsel shall provide the scope and range of services directed to the attainment of the goals, milestones and performance commitments described in the exhibits attached hereto, including, but not limited to, the following:

Quality of Performance

Counsel agrees to perform these services in accordance with the standards of its profession and within the terms of this agreement, and shall at all times be provided on a basis satisfactory to the City Manager, and shall at a minimum be consistent with all goals and objectives set forth herein.

Counsel shall be solely responsible for the quality and suitability of services provided pursuant to this Agreement. The City Manager shall determine whether services provided by Counsel pursuant to this Agreement are satisfactory to the LSA. If during the course of this Agreement, it is determined services being provided are not satisfactory, Counsel shall take such corrective action as the LSA may require. Failure to promptly take such action shall constitute a material breach of this Agreement and cause for termination in the LSA's discretion. This standard of care is not intended and shall not be construed to impose an obligation on the LSA within the meaning of Government Code Section 815.6.

(2) Compensation.

In exchange for the satisfactory performance of services that satisfy and timely achieve the milestones, performance commitments and outcomes identified herein and in the attached exhibits, LSA hereby agrees to pay Counsel compensation as set forth in Exhibit B which is attached hereto and incorporated herein by this reference which states contract amount is not to exceed \$35,000.

Counsel shall be paid within thirty (30) days of receipt of billings for work completed and approved. Invoices shall be submitted containing all information contained in paragraph 6 "Billings" below. In no event shall Counsel be entitled to compensation for extra work unless an approved change order, or other authorization describing the extra work and payment terms, has been executed by LSA prior to the commencement of the work.

Invoices must be signed by an authorized representative of Counsel, who shall verify that the invoiced services have been performed.

(3) Changes In Work-Extra Work. In addition to services described in section 1, the parties may from time to time agree in writing that Counsel, for additional compensation, shall perform additional services. The LSA and Counsel shall agree in writing to any changes in compensation and/or changes in Counsel's services prior to the commencement of any work. If Counsel deems work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, Counsel shall immediately inform the LSA in writing of the fact. The LSA shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the LSA determines that such work does constitute extra work, it shall provide compensation to the Counsel in accordance with an agreed cost that is fair and equitable.

This cost will be mutually agreed upon by the LSA and Counsel. A supplemental agreement providing for such compensation for extra work shall be negotiated between the LSA and the Counsel.

(4) **Effective Date and Term.** The effective date of this agreement is April 7, 2014 and it shall terminate on April 7, 2015.

(5) **Independent Contractor Status.** It is expressly understood and agreed by both parties that Counsel, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the LSA. Counsel shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Counsel shall be responsible for its own acts and those of its agents and employees during the term of this agreement. Counsel shall not represent, at any time or in any manner, that Counsel is an employee of the LSA. Counsel will exercise its judgment in recommending to LSA the methods by which to accomplish LSA's objectives and desires. In any case where an opportunity is made available to Counsel, Counsel will determine whether it possesses sufficient training and background to carry out whatever objective is sought by the LSA. If Counsel accepts an engagement, such an acceptance is deemed an affirmative admission that Counsel possesses the necessary skills, background, and licenses to perform the needed services. Counsel acknowledges that the LSA will provide no training. Counsel will provide whatever tools and materials that are necessary to complete a client engagement. Counsel is free to accept, and has accepted in the past, other client engagements. Counsel is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the work set forth herein, as well as for maintenance and use of such equipment. It is understood that Counsel is hired on a temporary basis only, and that if the LSA and/or Counsel desires to continue Counsel's services after expiration or termination of this agreement, Counsel will sign a new contract.

(6) **Billings.** Counsel's bills shall include the following information: a brief description of services performed, the date the services were performed, the number of hours spent and by whom, the current contract amount, amount previously billed, total paid to date, outstanding balance, current invoice amount, total amount billed against the contract, amount remaining in contract, and the consultant's signature. Except as specifically authorized by LSA, Counsel shall not bill LSA for duplicate services performed by more than one person. In no event shall Counsel submit any billing for an amount in excess of the maximum amount of compensation provided in sections (2) and (3).

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Counsel in the performances of this agreement shall be incurred at the Counsel's discretion. Such expenses shall be Counsel's sole financial responsibility

(7) **Advice and Status Reporting.** Counsel shall provide the LSA with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to LSA such information as is necessary to enable LSA to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the services provided in achieving the goals and objectives contained herein. The LSA may withhold payments otherwise due to Counsel pending timely delivery of all such reports and

information. Counsel shall notify the City Manager of any matters that could adversely affect Counsel's ability or eligibility to continue to perform services under this Agreement, and shall do so immediately after discovery of the same.

(8) **Retention of Records.** Counsel's complete files, including all records, employee time sheets, and correspondence pertaining to the work as described within the proposal of services submitted to the LSA shall upon request be available for review by the LSA, and copies of pertinent reports and correspondence, upon written request, shall be furnished for the files of LSA. Counsel shall maintain adequate documentation to substantiate all charges for hours and materials charged to LSA under this agreement. Counsel shall maintain the records and any other records related to the performance of this agreement and shall allow LSA access to such records for a period of four (4) years after the completion of the work to which records relate.

At LSA's request, or upon completion or termination of this agreement, Counsel shall return to LSA all plans, maps, cost estimates, project financial records, reports, and related documents.

All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this agreement shall be delivered to and become the property of the LSA and all data prepared or obtained under this contract shall be made available, upon request, to the LSA without restrictions or limitations on their use.

Counsel and its subcontractors shall maintain all books, documents, papers, employees' time sheets, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract, for inspection by the City, State, F.H.W.A, and/or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested. Counsel also agrees to submit all records, books, documents, and related material for audit evaluation by the City, State, F.H.W.A., or authorized representatives prior to, during, or four (4) years following this Project for the purpose of ascertaining applicable overhead rates, book, and record keeping procedures and other information as necessary.

(9) **Written Reports and Documents.** In accordance with Government Code section 7550, any document or written report prepared by Counsel for or under the direction of LSA shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(10) **Record and Fiscal Control System**

Counsel shall maintain its financial records and fiscal control systems in a manner that meets the approval of the LSA; it shall maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment (social security), unemployment compensation, worker's compensation and other taxes as may be due; and

unless exempt, procure and maintain a City of San Pablo Business License. Counsel shall maintain an effective system of internal control to assure that funds provided through the LSA are used solely for authorized purposes.

**(11) Access to Records; Audits**

The LSA shall have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Counsel relating to the services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

**(12) Counsel's Testimony.** Counsel agrees to consult with LSA and testify at LSA's request at no additional cost other than normal witness fees if litigation is brought against LSA in connection with Counsel's services.

**(13) Designation of Primary Provider of Services.** This agreement contemplates the services of Counsel firm, Best Best & Krieger LLP. The primary provider of the services called for by this agreement shall be Warren Diven, who shall not be replaced without the written consent of LSA

**(14) Assignment of Personnel.** Counsel shall assign only competent personnel to perform services pursuant to this agreement. If LSA asks Counsel to remove a person assigned to the work called for under this agreement, Counsel agrees to do so immediately regardless of the reason, or the lack of a reason, for LSA's request.

**(15) Assignment and Subcontracting.** It is recognized by the parties that a substantial inducement to LSA for entering into this agreement was, and is, the reputation and competence of Counsel. The assignment of this Agreement by Counsel, or any interest therein, is prohibited without the prior written approval of the City Manager. Counsel shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City Manager.

**(16) Insurance.**

**A. General, and Employer's Liability, and Workers' Compensation Provisions.** On or before beginning any of the services or work called for by any term of this agreement, Counsel, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the LSA the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects to the LSA. Counsel shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Counsel has also been obtained for the subcontractor. Consultants shall maintain limits no less than set forth below. If the consultant maintains higher limits than the minimums shown above, the LSA shall be entitled to coverage for the higher limits maintained by the consultant.

**1. General Liability: \$2,000,000**  
(Includes operations, products and completed operations.)

Per occurrence for bodily injury, personal injury, and property damage.

2. **Workers' Compensation: As Required by the State of California.** The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the LSA for all work performed by the Counsel, its employees, agents and subcontractors.

3. **Employers' Liability:** **\$1,000,000 each accident;**

**\$1,000,000** policy limit bodily injury by disease, **\$1,000,000** each employee bodily injury by disease.

#### 4. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by LSA. At the option of LSA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LSA, its officers, officials, employees and volunteers; or the Counsel shall provide a financial guarantee satisfactory to the LSA guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### 5. **Other Insurance Provisions**

The General Liability policies are to contain, or be endorsed to contain, the following provisions:

- The LSA, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of the Counsel including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 20 10 11 85, or forms CG2010 version 10/01 and GC 2037 versions 10/01 or equivalent) to the Counsel's insurance policy, or as a separate owner's policy.

- For any claims related to this project, the Counsel's insurance coverage shall be primary insurance as respects the LSA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the LSA, its officers, officials, employees, or volunteers shall be excess of the Counsel's insurance and shall not contribute with it.

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the LSA.

- Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) LSA, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Counsel; products and completed operations of Counsel; premises

owned, occupied or used by Counsel. The coverage shall contain not limit the scope of protection afforded to LSA, its officers, employees, agents, or volunteers.

(ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the LSA will be called upon to contribute to a loss under the coverage.

(vi) Notice of cancellation or non-renewal must be received by LSA at least thirty days prior to such change.

Deductibles and Self-Insured Retentions. Counsel shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement.

#### **6. Waiver of Subrogation.**

Counsel hereby agrees to waive subrogation with regard to General Liability and Workers' Compensation which any insurer of Counsel may acquire from Counsel by virtue of the payment of any loss. Counsel agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

#### **7. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

#### **8. Verification of Coverage**

Counsel shall furnish the LSA with endorsements effecting coverage required by this clause. All endorsements are to be received and approved by the LSA before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

#### **9. Subcontractors**

Counsel shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

**B. Professional Liability.** Counsel, at Counsel's 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 one (1) million dollars covering the licensed professionals' errors and omissions, as follows:

(i) Any deductible or self-insured retention shall not exceed \$375,000 per claim.

- (ii) Counsel shall provide immediate notification to the LSA upon receipt of any notice of cancellation, material change or non-renewal.
- (iii) The following provisions shall apply if the professional liability coverages are written on a claims-made form:
  - 1. The retroactive date of the policy must be shown and must be before the date of the agreement.
  - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the agreement or the work.
  - 3. 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, Counsel must provide extended reporting coverage for a minimum of five years after completion of the agreement or the work.
  - 4. A copy of the claim reporting requirements must be submitted to the LSA prior to the commencement of any work under this agreement.

C. **LSA Remedies.** In addition to any other remedies LSA may have if Counsel fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, LSA may, at its sole option:

- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;
- (ii) Order Counsel to stop work under this agreement or withhold any payment which becomes due to Counsel hereunder, or both stop work and withhold any payment, until Counsel demonstrates compliance with the requirements hereof;
- (iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies LSA may have and is not the exclusive remedy for Counsel's breach.

(17) **Standard of Care.** It is understood and agreed that Counsel has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this agreement, that LSA relies upon the professional skills of Counsel to do and perform Counsel's work in a skillful and professional manner consistent with the standard of care of the of the industry, and Counsel thus agrees to so perform the work. Acceptance by LSA of the work performed under this agreement does not operate as a release of said Counsel from such professional responsibility for the work performed. It is further understood and agreed that Counsel is apprised of the scope of the work to be performed under this agreement and Counsel agrees that said work can and shall be performed in a manner consistent with the standards of the profession.

This standard of care is not intended and shall not be construed to impose an obligation on the LSA within the meaning of Government Code Section 815.6.

**(18) Indemnification**

A. To the fullest extent permitted by law, the Counsel shall (1) immediately defend, and (2) indemnify the LSA, and its officials, officers, and employees from and against all liabilities regardless of nature or type directly or indirectly, in whole or in part, arising out of or resulting from Counsel's negligent or intentionally wrongful act or omission in the performance of services under this contract. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Counsel's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Counsel's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

B. The duty to defend is a separate and distinct obligation from the Counsel's duty to indemnify. The Counsel shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the LSA, the LSA and its directors, officers, and employees, immediately upon tender to the Counsel of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Counsel from its separate and distinct obligation to defend LSA. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Counsel asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Counsel may submit a claim to the LSA for reimbursement of reasonable attorneys' fees and defense costs.

C. The review, acceptance or approval of the Counsel's work or work product by any indemnified party shall not affect, relieve or reduce the Counsel's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

D. It is understood that the duty of Counsel to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve Counsel from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The parties further agree that the provisions of this section shall survive any termination or expiration of this Agreement.

(19) **Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Counsel, its employees, agents, or subcontractors by federal or state law, Counsel warrants that such license has been obtained, is valid and in good standing, and Counsel shall keep it in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

Counsel shall obtain and maintain a City of San Pablo Business License until all contract services are rendered and accepted by the LSA.

(20) **Nondiscriminatory Employment Practices and Compliance With Law.**

Counsel represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Counsel shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Counsel shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing work and providing services under this Agreement, Counsel shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

(21) **Termination.**

A. City may terminate this agreement at its sole discretion at any time prior to completion by the Counsel of the services required hereunder. Notice of termination of this agreement shall be given in writing to the Counsel, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth in the first paragraph of this agreement. The agreement shall be terminated upon receipt of the Notice of Termination by the Counsel. If the City should terminate this agreement, the Counsel shall be compensated for all work performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Counsel or his employees, or services of others ordered by the Counsel or his employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the Counsel or his employees are not able to cancel such orders for materials or services of others. Compensation for the Counsel in the event of cancellation shall be determined by City in accordance with percentage of project completed and agreed to by the Counsel. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the Counsel. The City may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. **Termination for Cause.** City may terminate this agreement for cause by providing Counsel with one day's written notice of such termination should Counsel violate any of the terms and conditions of this agreement. In City's discretion and at City's option, such termination for

cause may alternatively be accomplished, where Counsel fails to perform any of the obligations required of Counsel within the time and in the manner provided for under the terms of this agreement, within seven days after receipt from the notice of such default. Upon City's termination of this agreement for cause, City reserves the right to complete the work by whatever means City deems expedient and the expense of completing such work, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Counsel, shall be charged to the Counsel.

C. Immediate Termination. City may terminate this agreement immediately in any case where the Counsel engages in fraudulent or criminal activities while performing its services under this agreement, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(22) Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Counsel: Best Best & Krieger LLP  
655 West Broadway, 15th Floor  
San Diego, CA 92101  
Attn: Warren Diven

To the LSA: City Manager  
13831 San Pablo Avenue  
San Pablo, CA 94806

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(23) Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Counsel pursuant to this agreement shall be the property of the LSA at the moment of their completed preparation. All materials and records of a preliminary nature prepared or obtained in the performance of this agreement, shall be made available, upon request, to LSA at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(24) Amendments. This agreement may be modified or amended only by a written document executed by both Counsel and City Manager and approved as to form by the City Attorney. Such

document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

(25) **Abandonment by Counsel.** In the event the Counsel ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Counsel shall, without delay, deliver to LSA all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which LSA incurs as a result of such cessation or abandonment.

Counsel agrees to be financially responsible to compensate LSA for any costs incurred by LSA in retaining the services of another to replace Counsel, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Counsel under the contract had Counsel completed the project.

(26) **Waiver.** The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

(27) **No Third-Party Rights.** The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

(28) **Severability.** Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

(29) **Compliance with Laws.** In the performance of this agreement, Counsel shall abide by and conform to any and all applicable laws of the United States, the State of California, and LSA ordinances. Counsel warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(30) **Controlling Law.** This agreement and all matters relating to it shall be governed by the laws of the State of California.

(31) **Breach.** In the event that Counsel fails to perform any of the services described in this agreement or otherwise breaches the agreement, LSA shall have the right to pursue all remedies provided by law and equity. Neither payment by the LSA nor performance by Counsel shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. Any litigation involving this Agreement or relating to the work shall be brought in Contra Costa County, and Counsel hereby waives the removal provisions of Code of Civil Procedure Section 394.

In the event of any suit, action or proceeding brought by either party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(32) **Inspection by Other Agencies.** Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which gave provided grant funding (if any) for the subject Project and the LSA may have the right to inspect the work of such services whenever such representatives may deem inspection to be desirable or necessary.

(33) **Conflict of Interest.** Counsel warrants and covenants that Counsel presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Counsel shall promptly notify LSA of the existence of such conflict of interest so that the LSA may determine whether to terminate this agreement. Counsel further warrants its compliance with the Political Reform Act (Gov. Code ' 81000 et seq.) respecting this agreement.

Where City Manager determines, based on facts provided by LSA staff, that Counsel meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(34) **Copyright.** Upon LSA's request, Counsel shall execute appropriate documents to assign to the LSA the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to Counsel or any other person shall not affect LSA's rights to the materials and records prepared or obtained in the performance of this agreement. LSA reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and LSA shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by LSA shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

(35) **Time is of the Essence.** In the performance of this agreement, time is of the essence. Counsel shall be available to begin performance of services under this agreement immediately upon written notification of the execution of this agreement.

(36) **Whole Agreement.** This agreement has 15 pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(37) **Multiple Copies of Agreement.** Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, Counsel has executed this agreement, and the LSA, by its City Manager, who is authorized to do so, has executed this agreement.

**APPROVED AS TO FORM:**

**LSA OF SAN PABLO**  
A Municipal Corporation

By \_\_\_\_\_  
Brian M. Libow, City Attorney

By \_\_\_\_\_  
Matt Rodriguez, City Manager

**BEST BEST & KRIEGER LLP**

By \_\_\_\_\_  
Partner

**APPROVED AS TO CONTENT:**

By \_\_\_\_\_  
Ted J. Denney, City Clerk

Dated \_\_\_\_\_

Attachments: Exhibit A: Scope of Services  
Exhibit B: Compensation Schedule

## EXHIBIT A

### SCOPE OF SERVICES

Counsel shall provide the following legal services related to the formation of a community facilities district referred to the "Circle-S CFD" (the "CFD") and the issuance of bonds for such community facilities district:

#### A. Formation Proceedings

1. Preparation of all resolutions, notices, bond forms, and other papers and documents required in the proceedings to form the CFD and to issue the bonds of the CFD;
2. Negotiation and preparation of necessary agreements, including but not limited to, a reimbursement agreement, an acquisition and financing agreement by and between the City and any proponents of the CFD and, as to any improvements to be financed through the CFD which are to be owned by an agency other than the City, joint community facilities financing agreement(s) between the City and such agency(ies) in the case of the formation of the CFD or such other agreements between the City and such agency(ies) as may be required by the provisions of the Act;
3. Examination of the proceedings related to the formation of the CFD, step by step, as taken;
4. Appearance at all hearings under the proceedings, and attendance at any meeting where required;
5. Review of the "Report" of the Special Tax Consultant as it relates to the proceedings for the formation of the CFD;
6. Review and examination of the map showing the area and boundaries of the CFD;
7. Review of the rate and method utilized by the Special Tax Consultant for the apportionment of the special tax;
8. Assistance in any election procedure processing, as necessary and/or required to authorize the levy of special taxes and the issuance of bonds for the CFD.

#### B. Issuance of Bonds.

1. Participation with the City's financing team to determine the structure of the bond issue(s);
2. Preparation of the fiscal agent agreement to establish the terms and conditions pursuant to which the bonds shall be issued;
3. Assistance in the review of those sections of the official statement to be disseminated in connection with the issuance of any series of bonds related to authority and security for the

bonds, tax-exemption, legal opinion, litigation, summary of bond indenture, bond purchase agreement or notice of sale and other supporting documentation relating to the offering for sale of the bonds;

4. Preparation or review of any continuing disclosure undertaking to which the City or CFD is a party as required under SEC Rule 15c2-12.
5. Consultation with the underwriter, their legal counsel, rating agencies and credit enhancement providers;
6. Consultation with the trustee, fiscal agent or paying agent and their counsel;
7. Issuance of an approving legal opinion attesting to the validity of the proceedings and the issuance of each series of bonds by or for the CFD. Counsel's approving legal opinion will be addressed to the CFD and will be delivered by us on the date that each series of bonds are exchanged for their purchase price;
8. Provision of any necessary supplemental legal opinions as to the registration requirements of federal securities laws and other matters related to the issuance of each series of bonds; provided, however, such opinions do not include the rendering of a 10(b)5 opinion regarding the official statement; and
9. Instruction and advice to the City and its staff in connection with any of the foregoing.

C. Limitation on Engagement; Additional Services

Counsel's services in this engagement are limited to those expressly set forth in paragraphs A and B above. Among other things, Counsel's services do not include:

1. Preparation of requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
2. Unless City elects to retain Counsel to provide disclosure counsel services, the assistance in the preparation or review of an official statement or other disclosure document with respect to any series of bonds, or performance of an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering of advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
3. Preparation of blue sky or investment surveys with respect to any series of bonds.
4. Performance of an investigation or expression of any view as to the creditworthiness of the bonds.
5. Representation of the City or the CFD in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
6. After the closing of any series of bonds, provision to the CFD or the City continuing advice concerning any actions necessary to assure that interest paid on the bonds will

continue to be excludable from gross income for federal income tax purposes.

Upon written request of the City or CFD, Counsel will provide legal services related to certain appurtenant legal matters, including, but not limited to, any of the matters listed in the preceding paragraph and the following:

1. Litigation challenging the validity of (a) the proceedings to form the CFD and/or to authorize the levy of special taxes or issuance of bonds or (b) the bonds.
2. Ongoing review and advice regarding the CFD compliance with any applicable continuing disclosure agreement.
3. Such other services as the City or CFD and Counsel should agree upon.

Counsel will perform any of the above services at a rate to be mutually agreed upon before any work is actually performed.

## EXHIBIT B

City shall compensate Counsel for services set forth in Exhibit A as follows:

A. Legal Services Related to the Formation Proceedings.

Counsel shall be paid on an hourly basis at the rate of \$350.00 per hour for those legal services described in paragraph A. above pertaining to the formation of the CFD; provided, however, such fees shall not exceed \$35,000 without the prior written consent of the City. Such fees shall be payable monthly upon invoice from Counsel.

B. Legal Services Related to the Issuance of Bonds.

If the CFD is formed and bonds are issued, Counsel shall be paid a fee for all services described in paragraph B of Exhibit A above. Such fee shall be computed on the principal amount of each series of bonds issued for the CFD as follows:

- One-half percent (0.5%) of the principal amount up to \$7,500,000; plus
- One-quarter percent (0.25%) of the principal amount from \$7,500,001 to \$15,000,000; plus
- One-tenth percent (0.1%) of the principal amount from \$15,000,001 to \$25,000,000; plus
- One-twentieth percent (0.05%) on the principal amount above \$25,000,001;

provided that the minimum fees for the first series of bonds shall be \$35,000 and the minimum fee for each subsequent series of bonds shall be \$30,000.

Such fees for each series of bonds shall be due and payable upon the occurrence of the closing of each series of bonds.

C. Costs and Expenses.

The following costs and expenses incurred by Counsel in providing the services described in paragraphs A. and B. of Exhibit A are billable to, and payable by, the City:

Photocopying:	\$0.15 per page
Facsimile:	\$0.50 per page (sending only)
Messenger or overnight delivery:	Actual cost
Transcript Preparation:	Not to exceed \$150 per transcript

Expenses incurred in the provision of legal services described in paragraph A. of Exhibit A above related to the formation of the CFD shall be payable monthly upon invoice from Counsel. Expenses incurred in the provision of legal services described in paragraph B. of Exhibit A related to the issuance of each series of bonds for the CFD will be due and payable at the time of the closing of each series of bonds and/or the delivery of the transcripts for such series of the bonds and shall be payable solely from the proceeds of such bonds.

**RESOLUTION 2014 -**

**RESOLUTION OF THE LOCAL SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ALAN KROPP & ASSOCIATES IN THE AMOUNT OF \$29,450 TO PROVIDE CONSULTING SERVICES FOR THE FORMER CIRCLE S SITE.**

WHEREAS, the Local Successor Agency (LSA) desires to have geotechnical studies performed in connection with development of the former Circle-S mobile home park site; and

WHEREAS, said professional services are essential to advancing development of this site and meeting the *Development Projects (Economic Development) – Circle S Project Development* adopted policy item under the FY 2013-15 Council Priority Workplan, effective July 1, 2013; and

WHEREAS, Alan Kropp & Associates desires to enter into the agreement described herein with the LSA as an independent contractor;

WHEREAS, consultant has represented to the LSA, and does in fact have the special training, skill, competence and expertise necessary to collect all necessary data, analyze, manage and prepare such studies as contemplated herein;

WHEREAS, the LSA desires to engage professionals who will act at all times with the LSA's best interest in mind and who will respect the trust and confidence placed with those professionals by the LSA;

WHEREAS, consultant is willing to render such professional services, as are defined in the attached Consultant Services Agreement; and

WHEREAS, the total cost for the outlined Scope of Work by BBK totals \$29,450; and

WHEREAS, approval of consultant contract is Statutorily Exempt from the provisions of CEQA pursuant to Section 15262 of the CEQA Guidelines, "a project involving only feasibility or planning studies for possible future actions." Implementation of consultants recommendations may be subject to further CEQA review, and may require further action at that time; and

WHEREAS, expense for this contract is not currently budgeted but will be covered: Funding for this contracts will be absorbed by Redevelopment Bond Proceeds; and

NOW THEREFORE BE IT RESOLVED that the Local Successor Agency authorizes the City manager to negotiate and execute a contract to render the services described here in; and

BE IT FURTHER RESOLVED that the foregoing recitations are true and correct, and are included herein by reference as findings.

\* \* \* \* \*

Adopted this 7th day of April, 2014, by the following vote to wit:

AYES: COUNCILMEMBER:  
NOES: COUNCILMEMBER:  
ABSENT: COUNCILMEMBER:  
ABSTAIN: COUNCILMEMBER:

ATTEST:

APPROVED:

\_\_\_\_\_  
Ted Denney, Secretary

\_\_\_\_\_  
Paul V. Morris, Mayor

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE LOCAL SUCCESSOR AGENCY OF THE CITY OF SAN PABLO AND ALAN KROPP & ASSOCIATES INC.**

Project No. \_\_\_\_\_  
Agreement No. [\_\_\_\_\_]

THIS AGREEMENT, dated this 7th day of April, 2014, is by and between the Local Successor Agency of the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "LSA"), whose address is 13181 San Pablo Ave., San Pablo, California 94806, and Alan Kropp & Associates, Inc., (hereinafter referred to as "Consultant"), whose address is 2140 Shattuck Avenue, Berkeley, California 94704, Telephone 510-841-5095, for a geotechnical investigation for the proposed street network at Circle S.

**RECITALS:**

WHEREAS, the Local Successor Agency (LSA) desires to have a geotechnical investigation be conducted to assess the proposed street network design for the former Circle S site;

WHEREAS, Consultant desires to enter into the agreement described herein with the LSA as an independent contractor;

WHEREAS, Consultant has represented to LSA, and does in fact have the special training, skill, competence and expertise necessary to conduct a geotechnical investigation contemplated herein;

WHEREAS, the LSA desires to engage a professional who will act at all times with the LSA's best interest in mind and who will respect the trust and confidence placed in that professional by the LSA;

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Consultant and the LSA agree as follows:

**AGREEMENT:**

**(1) Scope of Service.**

**Term and Scope of Services**

Consultant agrees to provide geotechnical services to the LSA in conformance with the proposal submitted by Consultant, Alan Kropp & Associates, Inc., dated March 20, 2013, hereinafter referred to as Exhibit A, all of which are attached and incorporated herein by reference. In the event of any discrepancy between any of the terms of Consultant's proposal, the LSA's Request for Proposal, and this agreement, the terms most favorable to the LSA shall prevail.

Consultant shall provide the scope and range of services directed to the attainment of the goals, milestones and performance commitments described in the exhibits attached hereto, including, but not limited to, the following:

Quality of Performance

Consultant agrees to perform these services in accordance with the standards of its profession and within the terms of this agreement, and shall at all times be provided on a basis satisfactory to the City Manager, and shall at a minimum be consistent with all goals and objectives set forth herein.

Consultant shall be solely responsible for the quality and suitability of services provided pursuant to this Agreement. The City Manager shall determine whether services provided by Consultant pursuant to this Agreement are satisfactory to the LSA. If during the course of this Agreement, it is determined services being provided are not satisfactory, Consultant shall take such corrective action as the LSA may require. Failure to promptly take such action shall constitute a material breach of this Agreement and cause for termination in the LSA's discretion. This standard of care is not intended and shall not be construed to impose an obligation on the City within the meaning of Government Code Section 815.6.

**(2) Compensation.**

Notwithstanding any contrary indications which may be contained in Consultant's proposal, in exchange for the satisfactory performance of services that satisfy and timely achieve the milestones, performance commitments and outcomes identified herein and in the attached exhibits, LSA hereby agrees to pay Consultant a sum not to exceed **\$29,450** as follows:

Consultant shall be paid within thirty (30) days of receipt of billings for work completed and approved. Invoices shall be submitted containing all information contained in paragraph 6 "Billings" below. In no event shall Consultant be entitled to compensation for extra work unless an approved change order, or other authorization describing the extra work and payment terms, has been executed by LSA prior to the commencement of the work.

Invoices must be signed by an authorized representative of Consultant, who shall verify that the invoiced services have been performed.

**(3) Changes In Work-Extra Work.** In addition to services described in section 1, the parties may from time to time agree in writing that Consultant, for additional compensation, shall perform additional services. The LSA and Consultant shall agree in writing to any changes in compensation and/or changes in Consultant's services prior to the commencement of any work. If Consultant deems work it has been directed to perform is beyond the scope of this agreement and constitutes extra work, Consultant shall immediately inform the LSA in writing of the fact. The LSA shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the LSA determines that such work does constitute extra work, it shall provide compensation to the Consultant in accordance with an agreed cost that is fair and equitable.

This cost will be mutually agreed upon by the LSA and Consultant. A supplemental agreement providing for such compensation for extra work shall be negotiated between the LSA and the Consultant.

(4) **Effective Date and Term.** The effective date of this agreement is April 7, 2014 and it shall terminate on June 30, 2014.

(5) **Independent Contractor Status.** It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the LSA. Consultant shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant shall be responsible for its own acts and those of its agents and employees during the term of this agreement. Consultant shall not represent, at any time or in any manner, that Consultant is an employee of the LSA. Consultant will exercise its judgment in recommending to LSA the methods by which to accomplish LSA's objectives and desires. In any case where an opportunity is made available to Consultant, Consultant will determine whether it possesses sufficient training and background to carry out whatever objective is sought by the LSA. If Consultant accepts an engagement, such an acceptance is deemed an affirmative admission that Consultant possesses the necessary skills, background, and licenses to perform the needed services. Consultant acknowledges that the LSA will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the work set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the LSA and/or Consultant desires to continue Consultant's services after expiration or termination of this agreement, Consultant will sign a new contract.

(6) **Billings.** Consultant's bills shall include the following information: a brief description of services performed, the date the services were performed, the number of hours spent and by whom, the current contract amount, amount previously billed, total paid to date, outstanding balance, current invoice amount, total amount billed against the contract, amount remaining in contract, and the consultant's signature. Except as specifically authorized by LSA, Consultant shall not bill LSA for duplicate services performed by more than one person. In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in sections (2) and (3).

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performances of this agreement shall be incurred at the Consultant's discretion. Such expenses shall be Consultant's sole financial responsibility

(7) **Advice and Status Reporting.** Consultant shall provide the LSA with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to LSA such information as is necessary to enable LSA to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the services provided in achieving the goals and objectives contained herein. The LSA may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant shall notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to perform services under this Agreement, and shall do so immediately after discovery of the same.

(8) **Retention of Records.** Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the work as described within the proposal of services submitted to the LSA shall upon request be available for review by the LSA, and copies of pertinent reports and correspondence, upon written request, shall be furnished for the files of LSA. Consultant shall maintain adequate documentation to substantiate all charges for hours and materials charged to LSA under this agreement. Consultant shall maintain the records and any other records related to the performance of this agreement and shall allow LSA access to such records for a period of four (4) years after the completion of the work to which records relate.

At LSA's request, or upon completion or termination of this agreement, Consultant shall return to LSA all plans, maps, cost estimates, project financial records, reports, and related documents.

All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this agreement shall be delivered to and become the property of the LSA and all data prepared or obtained under this contract shall be made available, upon request, to the LSA without restrictions or limitations on their use.

Consultant and its subcontractors shall maintain all books, documents, papers, employees' time sheets, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract, for inspection by the City, State, F.H.W.A, and/or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested. Consultant also agrees to submit all records, books, documents, and related material for audit evaluation by the City, State, F.H.W.A., or authorized representatives prior to, during, or four (4) years following this Project for the purpose of ascertaining applicable overhead rates, book, and record keeping procedures and other information as necessary.

(9) **Written Reports and Documents.** In accordance with Government Code section 7550, any document or written report prepared by Consultant for or under the direction of City shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(10) **Record and Fiscal Control System**

Consultant shall maintain its financial records and fiscal control systems in a manner that meets the approval of the LSA; it shall maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment (social security), unemployment compensation, worker's compensation and other taxes as may be due; and unless exempt, procure and maintain a City of San Pablo Business License. Consultant shall maintain an effective system of internal control to assure that funds provided through the LSA are used solely for authorized purposes.

(11) **Access to Records; Audits**

The LSA shall have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(12) **Consultant's Testimony.** Consultant agrees to consult with LSA and testify at LSA's request at no additional cost other than normal witness fees if litigation is brought against LSA in connection with Consultant's services.

(13) **Designation of Primary Provider of Services.** This agreement contemplates the services of Consultant firm, Gates & Associates. The primary provider of the services called for by this agreement shall be Linda Gates, who shall not be replaced without the written consent of LSA

(14) **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this agreement. If LSA asks Consultant to remove a person assigned to the work called for under this agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for LSA's request.

(15) **Assignment and Subcontracting.** It is recognized by the parties that a substantial inducement to LSA for entering into this agreement was, and is, the reputation and competence of Consultant. The assignment of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of the City Manager. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City Manager.

(16) **Insurance.**

A. **General, Automotive, and Employer's Liability, and Workers' Compensation Provisions.** On or before beginning any of the services or work called for by any term of this agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the LSA the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects to the LSA. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. Consultants shall maintain limits no less than set forth below. If the consultant maintains higher limits than the minimums shown above, the LSA shall be entitled to coverage for the higher limits maintained by the consultant.

1. **General Liability:** **\$2,000,000**  
(Includes operations, products and completed operations.)

Per occurrence for bodily injury, personal injury, and property damage.

2. **Automotive Liability:** **\$1,000,000**

Per accident for bodily injury and property damage

**3. Workers' Compensation: As Required by the State of California.**

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the LSA for all work performed by the Consultant, its employees, agents and subcontractors.

**4. Employers' Liability: \$1,000,000 each accident;**

\$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.

**5. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by LSA. At the option of LSA, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LSA, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the LSA guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**6. Other Insurance Provisions**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- The LSA, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (form CG 20 10 11 85, or forms CG2010 version 10/01 and GC 2037 versions 10/01 or equivalent) to the Consultant's insurance policy, or as a separate owner's policy.

- For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the LSA, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the LSA, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the LSA.

- Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) LSA, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products

and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to LSA, its officers, employees, agents, or volunteers.

(ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the LSA will be called upon to contribute to a loss under the coverage.

(iv) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to LSA and its officers, employees, agents, and volunteers.

(vi) Notice of cancellation or non-renewal must be received by LSA at least thirty days prior to such change.

**Deductibles and Self-Insured Retentions.** Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered by this agreement, upon express written authorization of City Manager, Consultant may increase such deductibles or self-insured retentions with respect to LSA, its officers, employees, agents, and volunteers. The City Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**Notice of Reduction in Coverage.** In the event that any coverage required under this section of the agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to LSA at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

## **7. Waiver of Subrogation.**

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

## **8. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

## **9. Verification of Coverage**

Consultant shall furnish the LSA with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf.

All endorsements are to be received and approved by the LSA before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the City's forms, the Consultant's insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by the specifications.

## 10. Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

B. **Professional Liability.** Consultant, at Consultant's 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 one (1) million dollars covering the licensed professionals' negligent errors and omissions, as follows:

- (i) Any deductible or self-insured retention shall not exceed \$50,000 per claim.
- (ii) Notice that cancellation, must be received by the LSA at least thirty days prior to such cancellation, or ten (10) days for cancellation for non-payment of premium.
- (iii) The following provisions shall apply if the professional liability coverages are written on a claims-made form:
  - 1. The retroactive date of the policy must be shown and must be before the date of the agreement.
  - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the agreement or the work, to the extent available at commercially reasonable rates.
  - 3. If coverage is canceled or not renewed, Consultant agrees to replace it with another claims-made policy form with a retroactive date that precedes the date of this agreement.
  - 4. A copy of the claim reporting requirements must be submitted to the LSA prior to the commencement of any work under this agreement.

C. **LSA Remedies.** In addition to any other remedies LSA may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, LSA may, at its sole option:

- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;
- (ii) Order Consultant to stop work under this agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
- (iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies LSA may have and is not the exclusive remedy for Consultant's breach.

(17) **Standard of Care.** It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this agreement, that LSA relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner consistent with the standard of care of the of the industry, and Consultant thus agrees to so perform the work. Acceptance by LSA of the work performed under this agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a manner consistent with the standards of the profession. This standard of care is not intended and shall not be construed to impose an obligation on the LSA within the meaning of Government Code Section 815.6.

#### 18. **Indemnification for Specified Licensed Professionals**

A. To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the LSA, and its directors, officers, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

B. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the LSA, the LSA and its directors, officers, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the LSA for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

C. The review, acceptance or approval of the Consultant's work or work product by any indemnified party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The

provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

(19) **Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

Consultant shall obtain and maintain a City of San Pablo Business License until all contract services are rendered and accepted by the LSA.

(20) **Nondiscriminatory Employment Practices and Compliance With Law.**

Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing work and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders and directories of their respective administrative agencies and the officers thereof.

(21) **Termination.**

A. LSA may terminate this agreement at its sole discretion at any time prior to completion by the Consultant of the services required hereunder. Notice of termination of this agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth in the first paragraph of this agreement. The agreement shall be terminated upon receipt of the Notice of Termination by the Consultant. If the LSA should terminate this agreement, the Consultant shall be compensated for all work performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or his employees, or services of others ordered by the Consultant or his employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of services of others have actually been delivered, provided that the Consultant or his employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by LSA in accordance with percentage of project completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the Consultant. The LSA may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. Termination for Cause. LSA may terminate this agreement for cause by providing Consultant with one day's written notice of such termination should Consultant violate any of the terms and conditions of this agreement. In LSA's discretion and at LSA's option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this agreement, within seven days after receipt from the notice of such default. Upon LSA's termination of this agreement for cause, LSA reserves the right to complete the work by whatever means LSA deems expedient and the expense of completing such work, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. LSA may terminate this agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing its services under this agreement, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(22) Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: Alan Kropp & Associates, Inc.  
2140 Shattuck Avenue  
Berkeley, CA 94704

To the LSA: City Manager  
13831 San Pablo Avenue  
San Pablo, CA 94806

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(23) Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this agreement shall be the property of the LSA at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this agreement, shall be made available, upon request, to LSA at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(24) Amendments. This agreement may be modified or amended only by a written document executed by both Consultant and LSA's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

(25) **Abandonment by Consultant.** In the event the Consultant ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Consultant shall, without delay, deliver to LSA all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which LSA incurs as a result of such cessation or abandonment.

Consultant agrees to be financially responsible to compensate LSA for any costs incurred by LSA in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the contract had Consultant completed the project.

(26) **Waiver.** The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

(27) **No Third-Party Rights.** The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

(28) **Severability.** Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

(29) **Compliance with Laws.** In the performance of this agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and LSA ordinances. Consultant warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(30) **Controlling Law.** This agreement and all matters relating to it shall be governed by the laws of the State of California.

(31) **Breach.** In the event that Consultant fails to perform any of the services described in this agreement or otherwise breaches the agreement, LSA shall have the right to pursue all remedies provided by law and equity. Neither payment by the LSA nor performance by Consultant shall be construed as a waiver of either party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. Any litigation involving this Agreement or relating to the work shall be brought in Contra Costa County, and Consultant hereby waives the removal provisions of Code of Civil Procedure Section 394.

In the event of any suit, action or proceeding brought by either party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(32) **Inspection by Other Agencies.** Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which have provided grant funding (if any) for the subject Project and the LSA may have the right to inspect the work of such services whenever such representatives may deem inspection to be desirable or necessary.

(33) **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify LSA of the existence of such conflict of interest so that the LSA may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code ' 81000 et seq.) respecting this agreement.

Where City Manager determines, based on facts provided by LSA staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the LSA's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(34) **Copyright.** Upon LSA's request, Consultant shall execute appropriate documents to assign to the LSA the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect LSA's rights to the materials and records prepared or obtained in the performance of this agreement. LSA reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and LSA shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by LSA shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

(35) **Time is of the Essence.** In the performance of this agreement, time is of the essence. Consultant shall be available to begin performance of services under this agreement immediately upon written notification of the execution of this agreement. All design work as outlined in the scope of services in Exhibit A must be completed by June 30, 2014.

(36) **Whole Agreement.** This agreement has 14 pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(37) **Multiple Copies of Agreement.** Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, Consultant has executed this agreement, and the LSA, by its LSA Manager, who is authorized to do so, has executed this agreement.

**APPROVED AS TO FORM:**

**LSA OF SAN PABLO**  
A Municipal Corporation

By \_\_\_\_\_  
Brian M. Libow, City Attorney

By \_\_\_\_\_  
Matt Rodriguez, City Manager

**ALAN KROPP & ASSOCIATES, INC.**

By \_\_\_\_\_  
Consultant

**APPROVED AS TO CONTENT:**

By \_\_\_\_\_  
Ted J. Denney, City Clerk

Dated \_\_\_\_\_

Attachments: Exhibit A: Scope of Work



ALAN KROPP  
& ASSOCIATES, INC.  
GEOTECHNICAL  
CONSULTANTS



ALAN KROPP, CE, GE  
JAMES R. LOTT, CE, GE  
THOMAS M. BRENDI, CE  
ALMA S. LUNA, CE  
JOSE R. BERNAL, CE



February 27, 2014  
2388-4A, L-29910

Tina Gallegos, AICP  
City of San Pablo  
13831 San Pablo Avenue  
San Pablo, CA 94806

RE: Supplemental Geotechnical Study  
Circle S Project – Road Improvements in Phases 1 to 4  
Chattleton Lane  
San Pablo, California

Dear Ms. Gallegos:

We are pleased to submit this proposal to perform a geotechnical study for the proposed road improvements in Phases 1 to 4 of the Circle S project in San Pablo, California. Preliminary plans prepared by Kister, Savio & Rei (KSR), dated January 2014, were provided to us by Matt Rei, the project's civil engineer.

It is our understanding that the main road network will be constructed in four separate phases. Phase 1 will consist of: (a) widening Evergreen Terrace, also referred to as Public Street "B" by KSR; (b) extending Chattleton Lane to intersect with Evergreen Terrace; and (c) constructing a new roundabout at the intersection of Evergreen Terrace and Chattleton Lane. Phase 2 will consist of extending and widening Chattleton Lane and adding the new Public Street "A", which will connect San Pablo Avenue and Chattleton Lane. Phase 3 will consist of widening Chattleton Lane and constructing a new access road to the northeast parcels of the site. Phase 4 will consist of widening the southern 400+ feet of Evergreen Terrace.

While Phase 4 and portions of Phases 1 and 3 will generally consist of improving existing public streets, Phase 2 and most of Phase 1 will be constructed across a generally paved area that was previously used as a trailer park. It is our understanding that all areas where road improvements will occur have performed well and no obvious geotechnical concerns have been observed. However, Chattleton Lane and Evergreen Terrace have been used by moderate traffic in the past, while the future road areas that were previously a trailer park were subjected to light traffic loads. New and heavier loads in the former trailer park areas may produce damages where little has occurred in the past, if problematic subsurface conditions exist.

## **BACKGROUND**

We previously performed a preliminary geotechnical investigation at the site to assess subsurface conditions and develop preliminary conclusions regarding the general suitability of the site, geotechnical evaluations for the roadway network, and the existence of significant geologic hazards and/or geotechnical concerns. The results of our preliminary geotechnical investigation were summarized and presented in our report dated November 12, 2013, and in our supplemental background report dated November 26, 2013.

Our preliminary study of the site showed the site is underlain mostly by clay and silt mixtures with interbedded layers of sand mixtures. Groundwater depth was interpreted to be between 13 and 26 feet below the existing ground surface.

As discussed in our preliminary report, the primary geologic and geotechnical concerns at the site are the potential for earthquake-induced settlement and the potential for localized landsliding toward the creek channel during a seismic event. Our previous investigation was limited to the data obtained from five CPT probes advanced to depths between 50 and 66 feet.

The results of our slope stability analyses performed during our preliminary study indicated that the creek banks are generally stable under static conditions but we recommended further evaluation be performed prior to final geotechnical investigation reports. We also concluded that the stability of the creek bank at the entrance of the site, near Chattleton Lane and Church Lane, should be evaluated to determine if mitigation measures are necessary to stabilize the area immediately adjacent to the new roadway.

### **PURPOSE**

The purpose of our supplemental geotechnical investigation will be to evaluate geotechnical conditions, so that geotechnical recommendations can be provided for the four phases of the public road improvements as needed by KSR for the development of the design plans. Specific focus will be given to the portions of the new roadway in areas where trailer park pavements existed in the past by drilling a series of borings.

We will also evaluate the geotechnical conditions of the creek bank near Chattleton Lane at Church Lane, and provide geotechnical design parameters for the design of restraints, if needed, along this portion of the creek to protect the planned improvements.

We anticipate that subsurface data obtained from this investigation will be sufficient to provide geotechnical recommendations for the four phases of the public improvements proposed. However, we anticipate further geotechnical investigations will be needed to evaluate site-specific geotechnical conditions for the development of buildings or parcels within the Circle S project area.

### **SCOPE OF WORK**

Based on our current understanding of the four phases of the proposed public improvements and the information obtained from our preliminary geotechnical investigation, we recommend the scope of our design level geotechnical investigation consist of the following:

1. A field subsurface exploration program consisting of drilling two exploratory test borings at the roadway entrance of the site, near Chattleton Lane at Church Lane, to depths of approximately 25 feet below ground surface. Some widely spaced borings will be drilled along the alignment of the new portions of the street (primarily Phases 1 and 2) to evaluate whether obvious geotechnical concerns exist. This will consist of drilling three to five additional exploratory test borings to approximate depths between 5 and 10 feet below ground surface. We will mark the boring locations in advance; and contact Underground Service Alert (USA). We will also obtain the required Contra Costa County drilling permits and fill the borings with lean grout upon completion of drilling in accordance with the permit requirements. Excess soil cuttings from the borings will be left on site, spread out in a landscape area;

2. Laboratory testing for classification, index, moisture-density, and strength R-value testing, as required, to evaluate various soil properties of the materials recovered;
3. Geotechnical engineering analyses of the collected data;
4. We will retain the services of a Structural Engineer to develop structural plans and specifications for the stitch pier retaining system recommended at Chattleton Lane near Church Lane.
5. Preparation of our geotechnical investigation report for the site which will present the results of our studies and provide geotechnical recommendations for the design and construction of the proposed Phase 1 to 4 roadways.

Our scope of services will not include an environmental assessment or investigation of the site for the presence of hazardous or toxic materials in the soil, groundwater, or air.

It should be noted that widely spaced borings may not reflect subsurface material variations in new roadway areas and these variations may become evident until construction.

#### **BASIC CHARGES**

Our geotechnical investigation services for the public improvements and structural design of the stitch pier retaining system would be provided in accordance with the attached Schedule of Charges and Terms. Based on this schedule and the above scope of preliminary work, the cost of the preliminary geotechnical investigation would be a lump sum charge of \$29,450.

Our fees would be billed using an invoice format produced by a standardized accounting software package. Requests for custom formats should be made by the client before services commence, and any additional costs for processing and compiling custom invoices would be compensated by you on a time-and-materials basis in accordance with the attached Schedule of Charges and Terms.

#### **FUTURE CHARGES**

Please note that project meetings are not included in the outlined scope of work. Although we would be pleased to attend such meetings, time spent at any meetings conducted during our investigation or after our report is submitted would be billed in addition to the basic charges outlined above. Also, in our geotechnical report, we would recommend that our firm review the final plans and observe the geotechnical aspects of construction including earthwork, foundation construction, and surface and subsurface drainage improvements. The fees associated with these services are not included in the cost of this investigation.

#### **LIMITATIONS**

Our services would be performed in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

#### **SCHEDULE**

We anticipate that our geotechnical investigation report can be submitted to you approximately five to six weeks following your authorization to proceed; preliminary concepts, however, could be submitted one to two weeks earlier. We will coordinate with KSR to provide them with our findings as soon as they are available.

If the scope and cost of our proposal are satisfactory to you, please return one signed copy of this letter to our office or provide us with a Purchase Order from the City.

We thank you for your consideration of this firm and look forward to being of service to you. If you have any questions, please call us. This proposal will become invalid if it is not signed and received by our firm within 30 days of this letter's date.

Very truly yours,



Alan Kropp, G.E.  
Principal Engineer

AK/sa

Copies: Addressee (2)  
James Miller Architect (1)  
Attn: James Miller  
Kister, Savio & Rei (1)  
Attn: Matt Rei

Attachment: Schedule of Charges and Terms

Any modifications or additions to this proposal must be countersigned by a representative from Alan Kropp & Associates, Inc., to be considered valid.

I have read and agree to the provisions contained in both the proposal and the attached Schedule of Charges and Terms:

Approved by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

2388-4A Circle S - Supp Geot Study proposal

ALAN KROPP & ASSOCIATES, INC.  
STANDARD SCHEDULE OF CHARGES AND TERMS  
FOR 2014 (Effective January 1, 2014)

**CHARGES**

**Lump Sum Agreement:** If Alan Kropp and Associates, Inc. (hereafter designated AKA) services are performed for a lump sum fee, the Client agrees to pay the lump sum fee stated in the proposal letter.

**Time and Materials Agreement:** If AKA services are performed on a time-and-materials basis, the Client agrees to pay AKA in accordance with the following schedule of charges:

<b>Personnel</b>		
Principal Engineer—Alan Kropp	\$265/hour	
Principal Geologist	\$205/hour	\$0.65/mile
Associate Engineer	\$210/hour	\$15,000/test
Senior Engineer	\$190/hour	\$125 <sup>1</sup> —/day
Senior Geologist	\$180/hour	\$175 full day
Project Engineer II	\$160/hour	\$100/day
Project Engineer I	\$145/hour	
Project Geologist	\$135/hour	
Staff Engineer II	\$125/hour	
Staff Engineer I	\$115/hour	
Junior Engineer	\$100/hour	
Senior Engineer Tech	\$120/hour	
Engineering Technician	\$95/hour	
Engineering Assistant	\$85/hour	
CAD/GIS Specialist	\$115/hour	
Technical Illustration	\$90/hour	
Word/Data Processing	\$75/hour	

<b>Equipment*</b>	
All Vehicles	\$18.00
Nuclear Gauge Testing	\$25.00
Slope inclinometer Probe	\$110.00
Electronic Manometer	\$180.00
	\$80.00
	\$165.00
	\$75.00
	\$260.00
	\$310.00
	\$105.00

**Depositions, Arbitrations, Mediations, and Court Appearances**

Principal Engineer	\$495/hour
Associate Engineer	\$395/hour

<b>AKA Library Charges</b>	
Aerial Photographs	\$75/pair
Historical Consultant Data	\$150/report

\*Charges for other equipment can be quoted at time of usage.

\*\*Additional testing may be provided by independent laboratory and will be billed at cost plus 15 percent.

These rates will be charged for work performed during this current year. Work continuing into the following year or years will be charged at the new year's rate or rates. Work required over eight hours on a weekday or on a Saturday will be billed at 1.5 times the rates shown above. On our invoice, this will be accommodated by increasing the amount of hours worked by 50%. Work required on Sundays or holidays will be billed at 2.0 times the rates shown above. On our invoice, this will be accommodated by increasing the amount of hours worked by 100%. Services will be charged in 1/4-hour increments, with time rounded upward to the nearest 1/4 hour. There will be a minimum charge of 1/2-hour engineering assistant time, as well as a minimum charge of 1/2-hour engineering time, to set up each job. Project related charges incurred prior to contract authorization are customarily incorporated into total project charges upon contract authorization. Any time spent out of the office is charged on a portal-to-portal basis, including mileage.

**Miscellaneous Charges:** Drilling and backhoe services, special and consultant fees, permits, bridge tolls, insurance, fares, telegrams, shipping, special equipment rental, printing, reproduction, and other similar project-related costs are billed at cost plus 15 percent.

**COOPERATION AND PROJECT UNDERSTANDING**

Client will make available to AKA all information regarding existing and proposed conditions of the site. The information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data including borings, field or laboratory tests, and written reports.

Client will immediately transmit to AKA any new information that becomes available or any change in plans.

AKA shall not be liable for any incorrect advice, judgment, or decision based on any inaccurate information furnished by Client, his agents or his other consultants, and Client will indemnify AKA against claims, demands, or liability arising out of or contributed to by such information.

No warranty of any kind whatsoever, expressed or implied, is made or intended in connection with the work to be performed by AKA or by the proposal for consulting or other services or by the furnishing of oral or written reports or findings made by AKA. No guarantee is given that reviewing bodies will grant project approval based on the work performed by AKA. If additional studies are required by such reviewers, Client will have the option of requesting the additional work to be performed by AKA at additional cost or that no further work be performed by AKA and all outstanding invoices be paid.

**PROJECT SITE**

Client shall grant free access to the site for all necessary equipment and personnel. The Client shall notify any and all possessors of the project site that Client has granted AKA free access to the project site. The acquisition of, and the payment for, any necessary permits, easements or other site approvals shall be the responsibility of the Client.

Client shall take reasonable steps to see that the property is protected, on and off site. AKA will not be responsible for damage to lawns, shrubs, landscapes, walks, or sprinkler systems, caused by movement of earth or equipment unless a specific agreement is made to the contrary.

Client shall locate for AKA and shall assume responsibility for the accuracy of his representations as to the locations of all underground utilities and installations. AKA will not be responsible for damage to any such utilities or underground facilities, the locations of which were not accurately disclosed by client. Client agrees to defend, indemnify, and hold AKA harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. Any such damage may, at AKA's option, be repaired by AKA and billed at cost to Client.

AKA shall backfill all borings or excavations on completion of his work unless monitoring of groundwater depth is appropriate. Settlement of the backfill may occur and the Client shall fill holes as required.

**SAMPLES**

AKA will retain all soil and rock samples for 30 days after the issuance of the report or notification to terminate work. If Client desires extended storage, the Client shall notify AKA prior to the expiration of this period. Extended storage or transfer will be at Client's expense.

**SAFETY**

AKA will not be responsible for the general safety on the site or the work of contractors and third parties.

**INVOICES**

AKA will submit invoices to client monthly, at other intervals appropriate to the project, or upon completion of services at the option of AKA. Our fees will be billed using an invoice format produced by a standardized accounting software package. Invoices will show hours, rate, and total charges broken down by personnel for services rendered during the billing period. A more detailed separation of charges and backup data will be provided upon Client's requests, but at additional costs.

Requests for a basic description of services performed will be provided at a minimum charge of \$25.00 per invoice. A basic description will categorize the work performed on each day, i.e. site visit, phone call, meeting. Requests for more specific descriptions of services performed will be provided at our normal hourly rate shown on this Schedule of Charges and Terms.

**BILLING AND PAYMENT**

Invoices will be submitted to Client by AKA, and will be due and payable upon presentation, if Client objects to all or any portion of any invoice. Client will so notify AKA in writing within fourteen calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty days from date of invoice. Client will pay an additional charge of one and one-half percent per month on any delinquent amount, except any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to AKA per AKA's current fee schedules. In the event Client fails to pay AKA within sixty days after invoices are rendered, Client agrees that AKA will have the right to consider the failure to pay AKA's invoice as a breach of this AGREEMENT.

**OWNERSHIP OF DOCUMENTS**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by AKA, as instruments of service, shall remain the property of AKA. AKA will retain all pertinent records relating to the services performed for a period of 5 years following submission of the report.

**DISPUTES**

In the event the Client makes a claim, at law or otherwise, against AKA for any alleged error, omission, or other acts arising out of performance of the professional services of AKA, and the Client fails to prove such claim upon final adjudication, then the Client shall pay all costs incurred by AKA in defending themselves against the claim, including, but not limited to, personnel-related costs, attorney's fees, court costs, and all other claim-related expenses. All disputes, claims, and other matters in controversy between the Client and AKA arising out of or in any way related to this AGREEMENT will be submitted to alternative dispute resolution such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

**STANDARD OF CARE**

Services performed by AKA under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in the same locality. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by AKA and that the data, interpretations and recommendations of AKA are based solely on the information available. AKA will be responsible for the reasonable development of those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

**LIMITATION OF LIABILITY**

In order for client to obtain a lower fee from AKA, among other benefits, and in order for AKA to reduce its residual risk created by providing services to client, client and AKA agree that, to the fullest extent permitted by law, AKA's total aggregate liability to client is limited to \$50,000 or the fee, whichever is higher, for any and all of client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, AKA's negligence, errors, omissions, breach of contract, breach of warranty, strict liability, negligent misrepresentation, statutory liability, or other acts giving rise to liability based upon contract, tort, or statute. Client understands that dollar limits higher than \$50,000 are available, and that AKA might be willing to waive the limitation of liability altogether. (If client wishes to discuss other limits or the possibility of waiving this provision, and the resulting impact on AKA's retained risk and fee, client shall so notify AKA in writing. If client fails to issue such notification prior to accepting this AGREEMENT, through signature or, without signature, by orally or in writing authorizing AKA to commence services, client shall be deemed to have accepted the limit of \$50,000 or the fee, whichever is higher.) This provision takes precedence over any conflicting provisions of this AGREEMENT.

**INSURANCE**

AKA represents and warrants that it maintains workers' compensation, commercial general liability, automobile liability, and professional liability insurance policies. Certificates for all such policies of insurance shall be provided to client upon request in writing. Listings as additional insured on any of our policies will be charged to the client at a fee of \$125 for each occurrence. AKA shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. AKA shall not be responsible for any loss, damage, or liability arising from any negligent acts by Client, its contractors, agents, staff, and other consultants employed by it.

**INDIVIDUAL RESPONSIBILITY**

The individual or individuals who sign this Contract on behalf of Client guarantee that Client will perform its duties under the Contract. The individual or individuals so signing this Contract warrant that they are duly authorized agents of the Client.

**TERMINATION OF AGREEMENT**

In the event that either party desires to terminate this Contract prior to completion of the project, written notification of such intention to terminate must be tendered to the other party. In the event that Client notifies AKA of such intention to terminate AKA's services prior to completion, AKA reserves the right to complete such analysis and records as are necessary to place files in order, to dispose of samples, put equipment in order, and (where considered necessary to protect its professional reputation) to complete a report on the work performed to date. In the event that AKA incurs cost in Client's termination of this AGREEMENT, a termination charge to cover such cost shall be paid by Client. In the absence of a modification of termination, this AGREEMENT shall continue in full force and effect until such time as AKA has completed his services.

**BANKRUPTCY**

If Client or AKA should become bankrupt or make an assignment for the benefit of creditors, AKA, or its trustee in bankruptcy, shall be paid the reasonable value of all work heretofore performed, and the obligations of all parties under this Contract shall thereupon terminate. In determining reasonable value under this paragraph, the Contract price shall be deemed reasonable.

**DELAY**

AKA will be excused for any delay in completion of the Contract caused by acts of God, acts of Client or Client's agent, inclement weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of Client to make payments promptly, or other contingencies, unforeseen by AKA and beyond the reasonable control of AKA. Additional costs incurred by AKA as a result of a delay caused by factors beyond the control of AKA shall be paid by Client, even if they exceed previously agreed-upon charges.

**ASSIGNMENTS**

Neither the Client nor AKA may delegate, assign, subcontract, or transfer his duties or interest in this AGREEMENT without the written consent of the other party.

**DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

Client warrants that a reasonable effort to inform AKA of known or suspected hazardous materials on or near the project site has been made.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. AKA and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating renegotiation of the scope of work or termination of services. AKA and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for AKA to take immediate measures to protect health and safety. Client agrees to compensate AKA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

AKA agrees to notify Client when unanticipated hazardous materials or suspected materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold AKA harmless for any and all consequences of disclosures made by AKA, which are required by governing law, in the event the project site is not owned by Client. Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, Client waives any claim against AKA, and to the maximum extent permitted by law, agrees to defend, indemnify, and save AKA harmless from any claim, liability, and/or defense costs for injury or loss arising from AKA's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value.

Client will be responsible for ultimate disposal of any samples secured by AKA, which are found to be contaminated.

# REQUEST FOR CITY COUNCIL ACTION



CITY of SAN PABLO  
*City of New Directions*

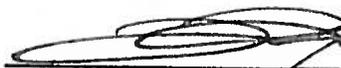
PREPARED BY: Matt Rodriguez, City Manager      DATE OF MEETING: April 7, 2014

DATE: April 1, 2014

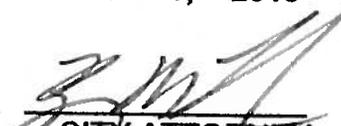
PHONE: (510) 215-3016

SUBJECT: CITY COUNCIL AUTHORIZATION AND RELEASE OF SECOND QUARTER EXTERNAL COMMUNICATIONS REPORT (OCTOBER 1, 2013 - DECEMBER 31, 2013) FOR FY 2013-14

APPROVED:

  
DEPARTMENT HEAD

  
CITY MANAGER

  
CITY ATTORNEY

## RECOMMENDATION

The City Manager recommends approval by Minute Order and release of the Second Quarter External Communications Report for the period October 1, 2013 through December 31, 2013 for FY 2013-14.

## COMPLIANCE STATEMENTS

### **FY 2013-15 Council Priority Workplan**

*External & Internal Communications* is currently an adopted policy item under the Adopted FY 2013-15 Council Priority Workplan, effective July 1, 2013.

### **CEQA Compliance Statement**

This is not a project as defined by CEQA

## BACKGROUND

Upon City Council approval, the City Manager will immediately release the *Second Quarter External Communications Report* which summarizes all City Council / Local Successor Agency actions and activities in a "summary report format" by policy category to be used as an information tool for providing more detailed information to external groups, media sources, and the community on City activities, grants received, projects and programs, etc. that were accomplished during the period October 1, 2013 – December 31, 2013. There was a considerable delay in the operational development of the Second Quarter External Communications Report due to current operational workloads during FY 2013-14.

### Departmental Coordination

Comm. Services \_\_\_\_\_

Finance \_\_\_\_\_

Police \_\_\_\_\_

Public Works \_\_\_\_\_

The City Manager will continue to provide Quarterly External Communications Reports on a timely basis. All reports once approved by the City Council are immediately posted to the City's website for public viewing and download.

**FISCAL IMPACT**

None associated with this report.

**Departmental Coordination**

**Comm. Services** \_\_\_\_\_

**Finance** \_\_\_\_\_

**Police** \_\_\_\_\_

**Public Works** \_\_\_\_\_



CITY of SAN PABLO  
City of New Directions

**CITY OF SAN PABLO**  
**FIRST-QUARTER EXTERNAL COMMUNICATIONS REPORT FOR**  
**FY 2013-14**

**Summary of City Council and Local Successor Agency**  
**Actions and Activities**

**Reporting Period: October 1, 2013 – December 31, 2013**

**REPORTING MONTH:                    OCTOBER 2013**

**COMMUNITY RELATIONS**

- The City of San Pablo City Council bestowed recognition on outgoing Planning Commissioners Katherine Brown, William “Junior” Erwin and Mark Maltagliati *(Source: CC Agenda Item dated October 21, 2013)*
- The City of San Pablo City Council by Minute Order authorized a Proposed 2014 Calendar of City Council and Local Successor Agency Meetings *(Source: CC Agenda Item dated October 21, 2013)*

**ECONOMIC DEVELOPMENT**

- The City of San Pablo City Council by Resolution authorized the City Manager to execute a new contract with Alan Kropp & Associates and amend existing contracts with Linda Gates & Associates and Kister, Savio & Rei to provide consulting services related to the development of the Circle S site. , Inc. for FY 2013-14 period, effective July 1, 2013 *(Source: CC Agenda Item dated October 8, 2013)*

- The City of San Pablo City Council by Resolution authorized the City Manager to execute the First Amendment to the Development Services Agreement between San Pablo Economic Development, the City of San Pablo and New Markets Community Capital XI, LLC, to change the monthly developer fees from \$38,429 to \$21,200 and increasing the final lump sum fund payment from \$115,288 to \$218,670 (*Source: CC Agenda Item dated October 8, 2013*)

## **FISCAL MANAGEMENT**

- The City of San Pablo City Council by Resolution adopted the FY 2013-14 Tier 2 Supplemental Budget Requests (*Source: CC Agenda Item dated October 21, 2013*)
- The City of San Pablo City Council by Resolution approved the Fiscal Resiliency Reserve Policy to establish the Catastrophic Reserve, Budget Stabilization Reserve, General Fund Designated Reserves and the Contingency Reserve, and to fund the reserves at the appropriate levels (*Source: CC Agenda Item dated October 21, 2013*)

## **HUMAN RESOURCES**

- The City of San Pablo City Council received a presentation on Annual Report for period ending FY 2011-13 on 4/10 Alternative Work Schedule and Energy Savings (*Source: CC Agenda Item dated October 8, 2013*)
- The City of San Pablo City Council authorized the City Manager or his designee to execute the following: (1) amend the FY2013-14 Classification Plan to the San Pablo Police Employees' Association Group by (a) deleting the Police Captain Classification, deleting the Police Lieutenant Classification, and adding the Police Commander Classification; (b) reclassify three Police Lieutenants to Police Commanders; (2) establish a Salary Schedule and Job Description for the Police Commander Classification; and (3) implement Police Department Reorganization (*Source: CC Agenda Item dated October 8, 2013*)
- The City of San Pablo City Council authorized the City Manager to execute a professional services agreement with Kaiser on the Job for occupational health services (*Source: CC Agenda Item dated October 8, 2013*)

## **INTER-GOVERNMENTAL RELATIONS**

- The City of San Pablo City Council authorized by Resolution the designation of an alternate City board member to the Municipal Pooling Authority of Northern California (*Source: CC Agenda Item dated October 21, 2013*)

## LEGAL SERVICES

- The City of San Pablo City Council authorized second reading and adoption of an Ordinance of the City Council of the City of San Pablo regulating the use of plastic carryout bags and recyclable paper carryout bags and promoting reusable bags within the City; consideration of Environmental Impact Report (EIR) approved by lead agency RecycleMore, and direction to file Notice of Determination as responsible agency. *(Source: CC Agenda Item dated October 8, 2013)*

## PUBLIC SAFETY

- The City of San Pablo City Council held a Study Session: Contra Costa County Fire Protection District and Fire and EMS Services at County Fire Station #70 in San Pablo *(Source: CC Agenda Item dated October 15, 2013)*

## PUBLIC WORKS

- The City of San Pablo City Council by Resolution authorized Amendment #3 to the agreement with Ninyo & Moore for professional services for the former BNSF Yard/Rumrill Sports Field (PW 531). This project will not have a significant effect on the environment and has had a Notice of Determination issued for a Negative Declaration pursuant to the provisions of CEQA. *(Source: CC Agenda Item dated October 8, 2013)*
- The City of San Pablo City Council by Resolution ratified Change Order No. 5 to the contract with Maggiora & Ghilotti, Inc. (PW 579) for emergency repair to a section of Wildcat Creek in Davis Park, and declared said repair work categorically exempt from the California Environmental Quality Act Sections 15301 (I), Existing Facilities, and 15333, Small Habitat Restoration *(Source: CC Agenda Item dated October 8, 2013)*
- The City of San Pablo City Council received a presentation and report on City Hall Courtyard Re-landscaping and Signage Replacement Project (MB 046) *(Source: CC Agenda Item dated October 21, 2013)*
- The City of San Pablo City Council by Resolution approved an Annual Progress Report of the City Flood Management Plan for the Community Rating System (CRS) 2013 Recertification *(Source: CC Agenda Item dated October 21, 2013)*
- The City of San Pablo City Council by Resolution authorized the application for grant funds from the Urban Greening Grant Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84), for the El Portal Drive Greening Project (PW 571), and finding the project categorically exempt from the California Environmental Quality Act under Section 15304 (B), Minor Alterations to Land

(Class 4) *(Source: CC Agenda Item dated October 21, 2013)*

- The City of San Pablo City Council by Resolution authorized the City Manager to execute an agreement with Restoration Design Group for conceptual design of the Wildcat Creek Restoration and Trail Plan at Circle S (PW 606); the Project has been determined to be categorically exempt from the California Environmental Quality Act under Sections 15304 (Class 4); Minor Alterations to Land, and 15333 (Class 33), Small Habitat Restoration *(Source: CC Agenda Item dated October 21, 2013)*

**REPORTING MONTH:                      NOVEMBER 2013**

**COMMUNITY RELATIONS**

- The City of San Pablo City Council received a presentation from the Sound Minds Program/Downer Elementary School Student Performance (Marco Gonzales) *(Source: CC Agenda Item dated November 4, 2013)*
- The City of San Pablo City Council by Minute Order nominated a recipient for the 2014 Women's Hall of Fame sponsored by the Contra Costa Commission for Women to be honored at the March 20, 2014 Awards Dinner *(Source: CC Agenda Item dated November 4, 2013)*

**ECONOMIC DEVELOPMENT**

- The City of San Pablo City Council by Resolution approved and authorized the execution of an Option to Lease Agreement with Art and Mehrzad Pakpour for commercial space located at 13731 San Pablo Avenue and authorizing a feasibility study for San Pablo Library relocation to site. The Option to Lease Agreement is not a project as defined by CEQA and the authorization of a feasibility study is statutorily exempt under the CEQA guidelines Section 15262 *(Source: CC Agenda Item dated November 4, 2013)*
- The City of San Pablo City Council by Resolution authorized the City Manager to execute a new contract with Hexagon Transportation Consultants, Inc. to provide traffic design services related to development of the Circle S site 15262 *(Source: CC Agenda Item dated November 4, 2013)*

**HUMAN RESOURCES**

- The City of San Pablo City Council by Resolution authorized the City Manager authorizing the City Manager to amend the Executive Management Group adding the Chief of Police Classification *(Source: CC Agenda Item dated November 4, 2013)*

## **INTER-GOVERNMENTAL RELATIONS**

- The City of San Pablo City Council by Minute Order ratified a letter of support for San Pablo Councilmember Rich Kinney for a League of California Cities Presidential Appointment to the League's Policy Committee on Housing, Community and Economic Development *(Source: CC Agenda Item dated November 4, 2013)*

## **LEGAL SERVICES**

- The City of San Pablo City Council waived first reading and introduced an Ordinance of the City Council of the City of San Pablo amending Chapter 15.04 of the San Pablo Municipal Code by adopting by reference the 2013 California Administrative Code, 2013 California Building Code Volumes 1 and 2, 2013 California Historical Building Code, 2013 Residential Code, 2013 California Electrical Code, 2013 California Mechanical Code, 2013 California Plumbing Code, 2013 California Fire Code, 2013 California Energy Code, 2013 California Reference Standards Code, 2013 California Green Building Standards Code, and further retaining the adoption by reference of the 1997 editions of Uniform Codes for Abatement of Dangerous Building, for Building Conservation, and Uniform Housing *(Source: CC Agenda Item dated November 4, 2013)*

## **PUBLIC SAFETY**

- The City of San Pablo City Council by Resolution authorized the surplus of city property and the purchase of one (1) fully equipped marked patrol vehicle. *(Source: CC Agenda Item dated November 4, 2013)*

## **PUBLIC WORKS**

- The City of San Pablo City Council by Resolution authorized the City Manager to execute Program Supplement No. 007-N to Administering Agency-State Agreement No. 04-5303R, for the Rumrill Bridge Replacement Project (PW 442-1). With respect to the California Environmental Quality Act (CEQA) Guidelines, a subsequent Mitigated Negative Declaration was filed. *(Source: CC Agenda Item dated November 4, 2013)*
- The City of San Pablo City Council by Resolution declared Public Works Vehicle No. 632, the 1993 backhoe, as surplus property. *(Source: CC Agenda Item dated November 4, 2013)*
- The City of San Pablo City Council by Resolution authorized the City Manager to commence with a public process to solicit input from Davis Park users and residents regarding the replacement and relocation of existing play structures at Davis Park (PW 616), and finding the project

categorically exempt from California Environmental Quality Act (CEQA) under Section 15301 (D), Existing Facilities (Class 1) *(Source: CC Agenda Item dated November 4, 2013)*

- The City of San Pablo City Council conducted a public hearing and adopted a Resolution approving the amendment to the franchise agreement between the City of San Pablo and Richmond Sanitary Service to include service enhancements, and finding the agreement to be a general exemption under the California Environmental Quality Act Section 15061(b)(3) *(Source: CC Agenda Item dated November 4, 2013)*

**REPORTING PERIOD:                      DECEMBER 2013**

**COMMUNITY RELATIONS**

- The City of San Pablo City Council authorized a fee waiver for use of Maple Hall (Madeira Room) for San Pablo Cowboys Youth Association's youth sports sign up on Saturday, January 18, 2014. *(Source: CC Agenda Item dated December 2, 2013)*
- The City of San Pablo City Council by Minute Order authorized the City Manager to determine cost analysis, impacts and support to rename 23<sup>rd</sup> Street to Cesar Chavez Boulevard in San Pablo, California *(Source: CC Agenda Item dated December 2, 2013)*
- The City of San Pablo City Council by Minute Order authorized the City Manager to amend and re-establish City Council temporary Ad-Hoc SubCommittees for FY2013-14 *(Source: CC Agenda Item dated December 2, 2013)*
- The City of San Pablo City Council by Minute Order authorized the City Manager to transmit an official letter by San Pablo Mayor which admonishes West County Wastewater District Board Member Leonard Battaglia for racial and disparaging remarks and calls for his immediate resignation *(Source: CC Agenda Item dated December 2, 2013)*
- The City of San Pablo City Council by Minute Order to proceed with the annual election of Mayor and Vice-Mayor in accordance with provisions under Section 2.16.010 of the San Pablo Municipal Code *(Source: CC Agenda Item dated December 2, 2013)*

**COMMUNITY SERVICES**

**City Facilities**

- The City of San Pablo City Council by Resolution of the City Council of the City of San Pablo designating the San Pablo EDC (Economic Development Corporation) as a "Group 1 User" for City facility rentals *(Source: CC Agenda Item dated December 3, 2013)*

## **HUMAN RESOURCES**

- The City of San Pablo City Council by Resolution extended the retired annuitant work hours for temporary special Finance Department projects per the Public Employees' Pension Reform Act (PEPRA) to the statutory maximum of 960 hours (*Source: CC Agenda Item dated December 16, 2013*)

## **INTER-GOVERNMENTAL RELATIONS**

- The City of San Pablo City Council by Resolution authorized the City Manager or his designee to allow, compromise and settle certain claims against the city (*Source: CC Agenda Item dated December 2, 2013*)

## **LEGAL SERVICES**

- The City of San Pablo City Council by Resolution authorized the City Manager to destroy certain Personnel and City Clerk Department records in accordance with Sections 34090 and 34090.7 of the Government Code of the State of California (*Source: CC Agenda Item dated December 2, 2013*)

## **LEGISLATIVE**

- The City of San Pablo City Council by Resolution authorized support for SB 405 (Padilla) – Phase Out Single-Use Plastic Bags in California. (*Source: CC Agenda Item dated December 2, 2013*)
- The City of San Pablo City Council by Resolution amending the FY 2013-15 Council Priority Workplan and to direct the City Manager to develop an appropriate resolution to support Federal Legislation S.316 – Postal Service Protection Act of 2013 (*Source: CC Agenda Item dated December 2, 2013*)

## **LOCAL SUCCESSOR AGENCY**

- The Resolution of the City Council of the City of San Pablo, California, acting as Local Successor Agency to the Redevelopment Agency (pursuant to Part 1.85 of Division 24 of the California Health and Safety Code), electing that the City shall serve as Interim Housing Successor to the former Redevelopment Agency for a limited period of time, and designating the housing assets to be retained by the City as the Interim Housing Successor (*Source: CC/LSA Agenda Item dated December 2, 2013*)

- The Resolution of the City Council of the City of San Pablo, California, acting as Local Successor Agency to the Redevelopment Agency (pursuant to Part 1.85 of Division 24 of the California Health and Safety Code), authorizing the expenditure of excess bond proceeds of the former Redevelopment Agency of the City of San Pablo on certain public improvement projects *(Source: CC/LSA Agenda Item dated December 2, 2013)*
- The Resolution of the City Council of the City of San Pablo, California, acting as Local Successor Agency to the Redevelopment Agency (pursuant to Part 1.85 of Division 24 of the California Health and Safety Code), adopting a Long Range Property Management Plan for real property assets of the former Redevelopment Agency of the City of San Pablo *(Source: CC/LSA Agenda Item dated December 2, 2013)*

**PUBLIC WORKS**

- The City of San Pablo City Council by Resolution authorized application for funding the FY 2014/15 Community Development Block Grant (CDBG) Program for rehabilitation of Davis Park Restrooms and Concession Stand (PW 616), and authorizing the City Manager to execute an agreement with Contra Costa County to receive funding if selected *(Source: CC Agenda Item dated December 2, 2013)*

\*\*\*\*\*  
For more information, please refer all inquiries to the City Manager and/or designee.

**As Authorized:** **Date of Release:** April 7, 2014

\*\*\*\*\*  
**MATT RODRIGUEZ**  
**CITY MANAGER / EXECUTIVE DIRECTOR**  
**CITY OF SAN PABLO / SAN PABLO ECONOMIC DEVELOPMENT CORPORATION (SPEDC)**  
**13831 San Pablo Avenue**  
**San Pablo, CA 94806**  
**Office:** (510) 215-3016 | **Mobile:** (510) 932-3594 | **Fax:** (510) 620-0204  
**Email:** [MattR@SanPabloCA.gov](mailto:MattR@SanPabloCA.gov) **Website:** [www.SanPabloCA.gov](http://www.SanPabloCA.gov)





# REQUEST FOR CITY COUNCIL ACTION

PREPARED BY: Gian Paolo Martire, Planning Aide

MEETING DATE: April 7, 2014

DATE: March 18, 2014

PHONE: (510) 215-3036

SUBJECT: PUBLIC HEARING ON PLAN1402-0004: IS A CITY INITIATED PROJECT TO CONSIDER A ZONING MAP AMENDMENT TO RECLASSIFY TWO VACANT PARCELS WITH ACCESS ON RUMRILL BOULEVARD (APN 410-012-007 AND 410-012-008), FROM A ZONING DESIGNATION OF C-2 (HEAVY COMMERCIAL) TO OS (OPEN SPACE).

APPROVED: *K. D. Wolf, MPA* DEPARTMENT HEAD      *[Signature]* CITY MANAGER      *[Signature]* CITY ATTORNEY

### RECOMMENDED ACTION

Planning Commission recommends that City Council Conduct a public hearing, waive first reading and introduce the Ordinance.

### COMPLIANCE STATEMENTS

#### **FY 2013-14 Council Priority Workplan Compliance Statement**

The reclassification of two vacant parcels with access on Rumrill Boulevard (APN 410-012-007 and 410-012-008), from a zoning designation of *C-2 (Heavy Commercial)* to *OS (Open Space)* is an adopted policy item under the FY 2013-14 Council Priority Workplan (*PW 531 BNSF Site Clean-Up and Development of Soccer Fields Project*) effective July 1, 2013.

#### **CEQA Compliance Statement**

As a Negative Declaration was adopted by the San Pablo City Council on March 18, 2013 for the Rumrill Soccer Park.

### BACKGROUND

The City Council on March 18, 2013 adopted Resolution 2013-049 approving application, PLAN1302-0002 consisting of a design review application and certification of an Initial Study and Negative Declaration for the construction of the Rumrill Soccer Park. These parcels are former Redevelopment Agency parcels. As part of the Redevelopment Agency dissolution the City Successor Agency is required to submit for Department of Finance approval of the Long-Range Property Management Plan that addresses the disposition and use of the former redevelopment agency properties. In order to avoid potential difficulty in receiving approval, we are rezoning, and better aligning the general plan and zoning designations. The soccer park is consistent with the *Recreation-Parks and Playgrounds* use class and would be allowed with a use permit in Table 18-A *Public and Semi-Public Districts: Use Regulations* for the OS (Open Space) District. The OS (Open Space) District is defined below:

**Departmental Coordination**

Dev. Services *[Signature]*       Finance *[Signature]*  
 Police \_\_\_\_\_       Public Works \_\_\_\_\_

*OS Open Space District. The OS open space district is intended to implement the open space land use designation in the general plan by providing for non-recreational open space, active recreational open space, creeks, and passive recreational open space. This district is to be applied to lands owned by a public agency. In some situations other types of complementary uses are allowed with a use permit.*

According to Table 10.1-1 *Consistency Between the General Plan and Zoning* in the 2030 General Plan, the zoning designation that would fit with the parcels' current General Plan designation of *Parks/Recreation* would be OS (Open Space).

### **PUBLIC HEARING NOTICE**

Notices were mailed to owners of properties within a 300 foot radius of the site. The notices were mailed on Wednesday, March 26, 2014. A legal notice was sent to the West County Times on Monday, March 24, 2014 to be published on Friday, March 28, 2014. To date, no one from the public has contacted staff regarding this amendment.

### **PLANNING COMMISSION ACTION**

The draft ordinance prepared by staff was presented to the Planning Commission for review and recommendation on February 19, 2014. Based on the findings and information contained in the staff report, the Commission voted 5-0 to adopt a Resolution 14-03 (Exhibit A) recommending that the City Council adopt the proposed Zoning Map Amendment.

### **ANALYSIS**

Please refer to the Planning Commission Staff Report, dated February 10, 2014 (Exhibit B) for a detailed analysis of the item.

### **FISCAL IMPACT**

There is no impact to the General Fund as a result of this Amendment.

### **ATTACHMENTS**

Attachment A  
Attachment B

Planning Commission Resolution 14-03  
Planning Commission Staff Report Dated February 10, 2014

## ORDINANCE 2014-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AMENDING THE ZONING MAP TO RECLASSIFY TWO VACANT PARCELS WITH ACCESS ON RUMRILL BOULEVARD (APN 410-012-007 AND 410-012-008), FROM C-2 (HEAVY COMMERCIAL) TO OS (OPEN SPACE).**

**THE CITY COUNCIL OF THE CITY OF SAN PABLO DOES ORDAIN AS FOLLOWS:**

### **SECTION 1. Recitals.**

- A. On March 18, 2013 the City Council adopted Resolution 2013-049 approving the design review and certifying the environmental review for the Rumrill Soccer Park.
- B. The proposed amendment to the existing zoning district is consistent with the objectives policies, general land uses and programs specified in the City's General Plan and are governed by the development regulations contained in the San Pablo Municipal Code.
  - 1. The City of San Pablo proposed to amend the Zoning Map of the 2002 Zoning Ordinance of the City of San Pablo to reclassify two vacant parcels with access on Rumrill Boulevard (APN 410-012-007 and 410-012-008), from C-2 (Heavy Commercial) to OS (Open Space) as shown in Attachment A.
  - 2. Notices were mailed to owners of properties within a 300 foot radius of the site. The notices were mailed on Wednesday, March 26, 2014.
  - 3. On February 19, 2013, the Planning Commission held a duly noticed public hearing on Rezoning Application No. PLAN1402-0004. After considering oral and written testimony, the Commission, by vote of 5-0, to adopt Resolution No. 14-03 recommending that the Council adopt a Resolution and an Ordinance amending the designation of the subject property.
  - 4. A Public Hearing notice was delivered to the *West County Times* newspaper on Monday, March 24, 2014 to be published on Friday March 28, 2014 and was published on advertising this item for City Council hearing.

## **SECTION 2. Findings.**

The City Council hereby finds that based on the Planning Commission's staff report for the February 19, 2014 meeting and based on all the information in the Planning Divisions file on the project, and available for review in the Planning Division located at 13831 San Pablo Avenue, San Pablo and based on the written and oral testimony presented at the public hearing that:

1. That the proposed zoning map amendment is in the public interest and will further the San Pablo 2030 General Plan definition for the *Parks/Recreation* district by designating the site from C-2 (Heavy Commercial), to OS (Open Space) on the site will provide a community serving need.
2. That the proposed Zoning Map Amendment to reclassify the site from C-2 (Heavy Commercial), to OS (Open Space) is desirable to achieve the purposes of the zoning title and will be consistent with the 2030 General Plan.
3. Pursuant to Title XIV, California Code of Regulations ("CCR") § 753.5(c)(1), the Planning Commission has determined that, after considering the record as a whole, there is no evidence that the proposed Zoning Map Amendment will have the potential for any adverse effect on wildlife resources or the habitat upon which the wildlife depends as defined in Fish and Game Code § 711.2. Therefore, the payment of Fish and Game Department filing fees is not required in conjunction with this project. (Fish & Game Code, § 711.4; Title XIV, CCR § 735.5(a)(3).)
4. As a Negative Declaration was adopted by the San Pablo City Council on March 18, 2013 for the Rumrill Soccer Park.

## **SECTION 3. Decision**

### Rezoning

- A. Based on the findings and the authority set forth above, the City Council hereby rezones the subject property (as shown in Exhibit A attached hereto and made part hereof) from C-2 (Heavy Commercial), to OS (Open Space)

**SECTION 4: Publication**

This ordinance shall become effective thirty (30) days following its adoption and shall be published once within fifteen (15) days after adoption in the West County Times, a newspaper of general circulation in the City of San Pablo, or, in the alternative, the City Clerk may cause to be published a summary or display advertisement prepared by the City Attorney's office of this ordinance and a certified copy of the text of this ordinance shall be posted in the office of the City Clerk five (5) days prior to the date of adoption of this ordinance. Within fifteen (15) days after adoption, a certified copy of this ordinance together with the vote for and against, shall be posted in the office of the City Clerk.

\*\*\*\*\*

First read and introduced at a regular meeting of the City Council of the City of San Pablo on the \_\_\_\_\_ and finally passed and adopted at a regular meeting of said City Council held on the \_\_\_\_\_ by the following vote:

AYES:           COUNCILMEMBERS:  
NOES:           COUNCILMEMBERS:  
ABSENT:        COUNCILMEMBERS:  
ABSTAIN:       COUNCILMEMBERS:

ATTEST:

APPROVED:

\_\_\_\_\_  
Ted J. Denney, City Clerk

\_\_\_\_\_  
Paul Morris, Mayor

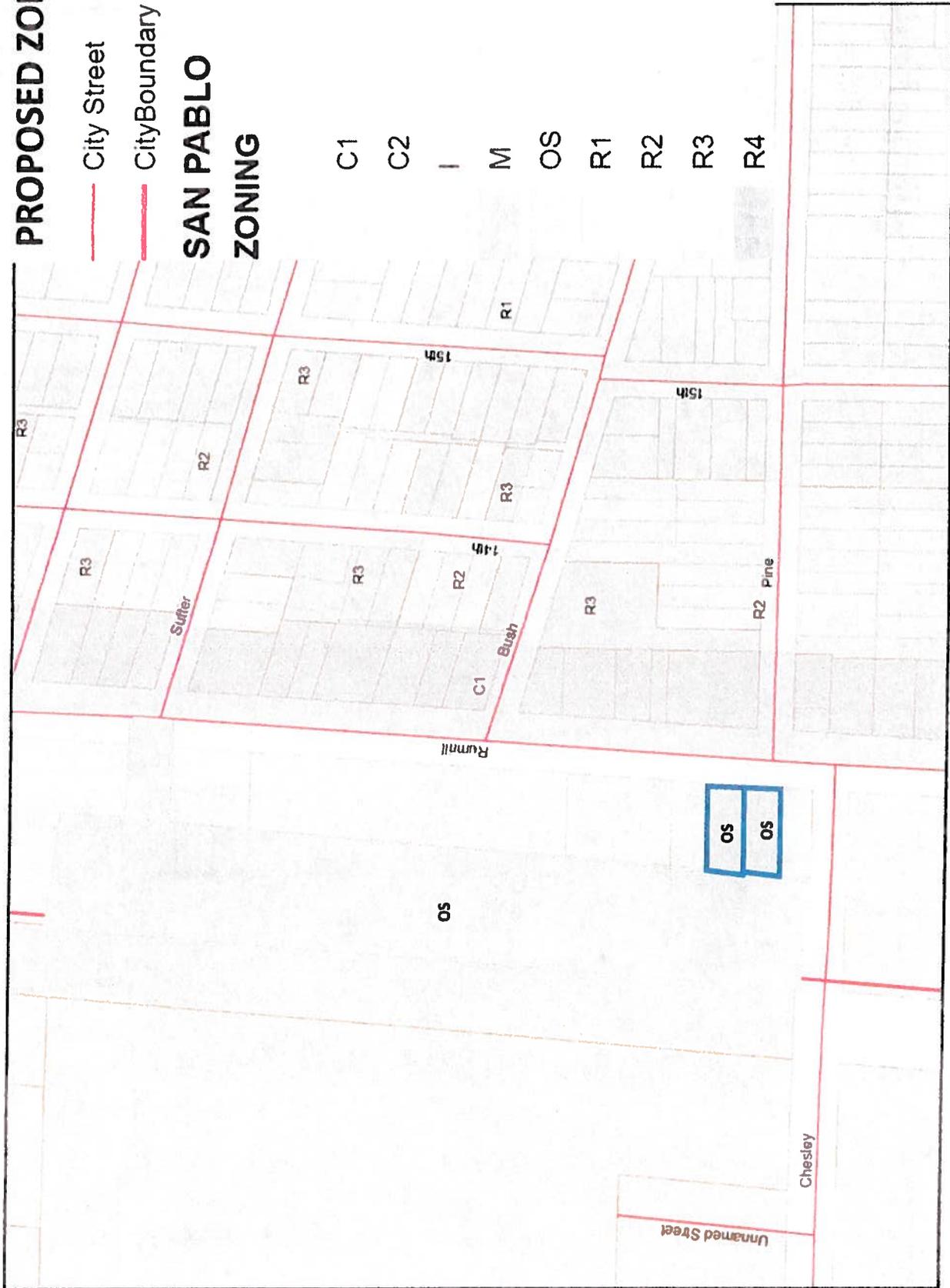
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# PROPOSED ZONING

- City Street
- City Boundary

## SAN PABLO ZONING

- C1
- C2
- I
- M
- OS
- R1
- R2
- R3
- R4





**RESOLUTION 14-03**

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN PABLO RECOMMENDING TO THE CITY COUNCIL TO APPROVE PLAN 1402-0004 FOR A ZONING AND GENERAL PLAN MAP AMENDMENT AT TWO VACANT PARCELS WITH ACCESS ON RUMRILL BOULEVARD (APN 410-012-007 AND 410-012-008).**

**WHEREAS**, by Resolution 2011-046, the City Council of the City of San Pablo on April 18, 2011, duly adopted the San Pablo General Plan 2030; and

**WHEREAS**, the City Council on March 18, 2013 adopted Resolution 2013-049 approving the design review and certifying the environmental review for the Rumrill Soccer Park; and

**WHEREAS**, the City of San Pablo proposed to amend the Zoning Map of the 2002 Zoning Ordinance and General Plan Map to reclassify two vacant parcels with access on Rumrill Boulevard (APN 410-012-007 and 410-012-008), from a General Plan Designation of *Industrial Mixed Use to Parks/Recreation* and a Zoning designation of C-2 (Heavy Commercial) to OS (Open Space); and

**WHEREAS**, the proposed project has been determined to be categorically exempt from the provisions of CEQA, in accordance with CEQA Guidelines Section 15061 (b)(3), no potential for causing a significant effect on the environment; and

**WHEREAS**, public notice of the hearing has been given by mail to the applicant, local affected agencies, all property owners within 300 feet of the subject property, and has been published in the West County Times, in accordance with the requirements of Government Code Section 65905.

**BE IT FURTHER RESOLVED**, that the Planning Commission hereby makes the following specific findings in support of said recommendation:

- A. That the proposed Zoning and General Plan Map amendment is in the public interest and will further the San Pablo General Plan 2030 goals and policies to provide an expanded, high quality, and diversified park system which allows varied recreational opportunities to provide a community serving need.
- B. That the proposed Zoning and General Plan Map amendment to reclassify the site from General Plan Designation of *Industrial Mixed Use to Parks/Recreation* and a Zoning designation of C-2 (Heavy Commercial) to OS (Open Space) is desirable to achieve the purposes of the zoning title and will be consistent with the 2030 General Plan.
- C. Pursuant to Title XIV, California Code of Regulations ("CCR") § 753.5(c)(1), the Planning Commission has determined that, after considering the record as a whole, there is no evidence that the proposed Zoning Map and General Plan Map amendment will have the potential for any adverse effect on wildlife resources or the habitat upon which the wildlife depends as defined in Fish and Game Code § 711.2. Therefore, the payment of Fish and Game Department filing fees is not required in conjunction with this project.

(Fish & Game Code, § 711.4; Title XIV, CCR § 735.5(a)(3).)

- D. The proposed project has been determined to be categorically exempt from the provisions of CEQA, in accordance with CEQA Guidelines Section 15061 (b)(3), no potential for causing a significant effect on the environment.
- E. Public notice of the hearing has been given by mail to the applicant, local affected agencies, all property owners within 300 feet of the subject property, and has been published in the West County Times, in accordance with the requirements of Government Code Section 65905.

**BE IT FURTHER RESOLVED** that the foregoing recitations are true and correct, and are included herein by reference as findings

**BE IT FURTHER RESOLVED** that the Planning Commission of the City of San Pablo hereby recommends that the City Council approve this application, PLAN1402-0004, for a Zoning and General Plan Map Amendment.

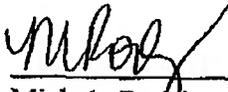
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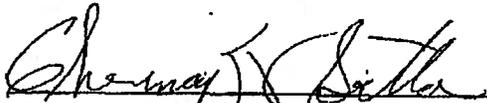
Adopted this 19th day of February, 2014, by the following vote to wit:

AYES:	COMMISSIONERS:	Maddox, Trundle, Shi, Xavier, Sutton
NOES:	COMMISSIONERS:	
ABSENT:	COMMISSIONERS:	
ABSTAIN:	COMMISSIONERS:	

ATTEST:

APPROVED:

  
 \_\_\_\_\_  
 Michele Rodriguez  
 Secretary

  
 \_\_\_\_\_  
 Cheremay Sutton  
 Chairperson

## Planning Commission Staff Report

**PREPARED BY:** Gian Paolo Martire, Planning Aide

**DATE:** February 10, 2014

**SUBJECT:** **PLAN1402-0004: IS A CITY INITIATED PROJECT TO CONSIDER A ZONING AND GENERAL PLAN MAP AMENDMENTS TO RECLASSIFY TWO VACANT PARCELS WITH ACCESS ON RUMRILL BOULEVARD (APN 410-012-007 AND 410-012-008), FROM A GENERAL PLAN DESIGNATION OF INDUSTRIAL MIXED USE TO PARKS/RECREATION AND A ZONING DESIGNATION OF C-2 (HEAVY COMMERCIAL) TO OS (OPEN SPACE).**

### **PROJECT TITLE AND REQUEST**

PLAN1402-0004 is a City initiated project to consider a Zoning and General Plan Map Amendment to reclassify two vacant parcels with access on Rumrill Boulevard (APN 410-012-007 and 410-012-008), from a General Plan Designation of Industrial Mixed Use to Parks/Recreation and a Zoning designation of C-2 (Heavy Commercial) to OS (Open Space).

### **STAFF RECOMMENDATION**

Adopt Resolution No. 14-03 recommending City Council approve PLAN1402-0004.

### **BACKGROUND**

**Owner:** City of San Pablo  
**Applicant:** City of San Pablo Development Services Division  
**Location:** Vacant parcels with access on Rumrill Boulevard  
**Parcel Number:** 410-012-007 and 410-012-008  
**General Plan:** Industrial Mixed Use  
**Zoning District:** C2 (Heavy Commercial)

### **Surrounding Zoning and Land Uses:**

North: C2, Heavy Commercial; Commercial  
South: C2, Heavy Commercial; Commercial  
East: C1, Light Commercial; Commercial  
West: OS, Open Space; Vacant

### **ENVIRONMENTAL DOCUMENTATION:**

As a Negative Declaration was adopted by the San Pablo City Council on March 18, 2013 for the Rumrill Soccer Park, the proposed project has been determined exempt from the provisions of CEQA, in accordance with CEQA Guidelines Section 15061 (b)(3).

### **PUBLIC HEARING NOTICE**

Notices were mailed to owners of properties within a 300 foot radius of the site. The notices were mailed on Thursday, February 6, 2014. In addition, a Public Hearing Notice was delivered to the West County Times newspaper on Tuesday, February 4, 2014, and was published on Saturday, February 8, 2014. In accordance with California Government Code Sections 65352 and 65352.3 interested parties (neighboring agencies, utility districts, and School districts) and representatives of the local Native American tribes were sent notice on November 14, 2013 of the City's intention of amending the General Plan map.

### **SITE CHARACTERISTICS**

The City of San Pablo received approval by Planning Commission and City Council to construct an approximately 4.5-acre soccer park (Rumrill Soccer Park) located west of Rumrill Boulevard between Market Avenue and Chesley Avenue on three separate parcels. The parcels to be reclassified are the two smallest parcels on the southeast corner of the project at .27 acres combined (Exhibits C & D).

### **GENERAL PLAN AND ZONING MAP AMENDMENT**

On February 19, 2013, the Planning Commission of the City of San Pablo approved Resolution 13-03 recommending that the San Pablo City Council approve application, PLAN1302-0002 consisting of a design review application and certification of an Initial Study and Negative Declaration for the construction of the Rumrill Soccer Park. Subsequently, the City Council on March 18, 2013 adopted Resolution 2013-049 approving the design review and certifying the environmental review.

These parcels are former Redevelopment Agency parcels. As part of the Redevelopment Agency dissolution, the City Successor Agency is required to submit for Department of Finance approval of the Long-Range Property Management Plan that addresses the disposition and use of the former redevelopment agency properties. In order to avoid potential difficulty in receiving approval, the City is rezoning and amending the General Plan Map. To better align the general plan and zoning designations larger vacant flag parcel (APN 409-313-009) of the Rumrill Soccer Park project, the City Council on February 3, 2014 adopted Ordinance 2014-002 to reclassify it from C-2 (Heavy Commercial) to OS (Open Space).

### **General Plan Amendment**

The parcels are designated *Industrial Mixed Use* in the General Plan Map for the City. According to the City's San Pablo General Plan 2030, this designation is intended for light manufacturing, distribution, sales and services with ancillary commercial and office space. Consequently, parks or open space would not be an allowed use. However, as noted in the approval phase of the proposed Rumrill Soccer Park, it was found that the project is consistent with the following General Plan policies:

***PSCU-G-1 Provide an expanded, high quality, and diversified park system which allows varied recreational opportunities for the entire community.***

***PSCU-I-1 Seek to achieve a standard of 3.0 acres of parkland per 1,000 residents.***

*In addition to parkland dedication by developers, the City will also acquire or re-develop parkland to meet the goal of 3.0 acres of park per 1,000 residents, subject to availability of funding. Specialized recreational facilities, such as school facilities, may be counted as part of the parkland total if they become publicly accessible.*

Amending the General Plan Map for these two parcels is consistent with the community vision for the *Parks/Recreation* areas of San Pablo to provide an expanded, high quality, and diversified park system which allows varied recreational opportunities for the entire community. The intent for the district is defined in the San Pablo General Plan 2030 as follows:

*Parks/Recreation. This designation is intended for improved and unimproved park facilities, including neighborhood, community, and regional parks; and recreational facilities that provide visual open space and serve the outdoor recreational needs of the community. No FAR is assumed.*

The site is accessible to the community and is one that serves local as well as the regional needs of west Contra Costa County.

#### **Zoning Amendment**

The soccer park is consistent with the *Recreation-Parks and Playgrounds* use class and would be allowed with a use permit in Table 18-A *Public and Semi-Public Districts: Use Regulations* for the OS (Open Space) District. The OS (Open Space) District is defined below:

*OS Open Space District. The OS open space district is intended to implement the open space land use designation in the general plan by providing for non-recreational open space, active recreational open space, creeks, and passive recreational open space. This district is to be applied to lands owned by a public agency. In some situations other types of complementary uses are allowed with a use permit.*

According to Table 10.1-1 *Consistency Between the General Plan and Zoning* (Exhibit B) in the 2030 General Plan, the zoning designation that would fit with the proposed General Plan designation of *Parks/Recreation* would be OS (Open Space).

#### **ANALYSIS**

The original project, Rumrill Soccer Park, was approved for a Design Review as a use that was community serving and regional in scope. As the definitions of both the General Plan's *Parks/Recreation* and the Zoning Ordinance's OS (Open Space) land use designations match the purpose of the approved use, amending the General Plan Designation of *Industrial Mixed Use* to *Parks/Recreation* and a Zoning designation of C-2 (Heavy Commercial) to OS (Open Space) is the appropriate step. Additionally, the 2030 General Plan identified in Table 10.1-1 *Consistency Between the General Plan and Zoning* that the OS (Open Space) district is most consistent with

the *Parks/Recreation* General Plan designation.

**STAFF RECOMMENDATION**

Staff recommends that the Planning Commission adopt Resolution 14-03 for a Zoning and General Plan Map amendment, PLAN1402-0004. Staff has determined that the Zoning and General Plan Map amendment are consistent with the approved use.

**ATTACHMENTS**

**Exhibit A:** Resolution 14-03 – To Recommend City Council Approve Zoning and General Plan Map Amendment

**Exhibit B:** Table 10.1-1 *Consistency Between the General Plan and Zoning*

**Exhibit C:** General Plan Amendment Diagram

**Exhibit D:** Zoning Map Amendment Diagram

**Exhibit E:** Draft Ordinance

RESOLUTION 14-03

EXHIBIT A

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN PABLO RECOMMENDING TO THE CITY COUNCIL TO APPROVE PLAN1402-0004 FOR A ZONING AND GENERAL PLAN MAP AMENDMENT AT TWO VACANT PARCELS WITH ACCESS ON RUMRILL BOULEVARD (APN 410-012-007 AND 410-012-008).**

**WHEREAS**, by Resolution 2011-046, the City Council of the City of San Pablo on April 18, 2011, duly adopted the San Pablo General Plan 2030; and

**WHEREAS**, the City Council on March 18, 2013 adopted Resolution 2013-049 approving the design review and certifying the environmental review for the Rumrill Soccer Park; and

**WHEREAS**, the City of San Pablo proposed to amend the Zoning Map of the 2002 Zoning Ordinance and General Plan Map to reclassify two vacant parcels with access on Rumrill Boulevard (APN 410-012-007 and 410-012-008), from a General Plan Designation of *Industrial Mixed Use to Parks/Recreation* and a Zoning designation of C-2 (Heavy Commercial) to OS (Open Space); and

**WHEREAS**, the proposed project has been determined to be categorically exempt from the provisions of CEQA, in accordance with CEQA Guidelines Section 15061 (b)(3), no potential for causing a significant effect on the environment; and

**WHEREAS**, public notice of the hearing has been given by mail to the applicant, local affected agencies, all property owners within 300 feet of the subject property, and has been published in the West County Times, in accordance with the requirements of Government Code Section 65905.

**BE IT FURTHER RESOLVED**, that the Planning Commission hereby makes the following specific findings in support of said recommendation:

- A. That the proposed Zoning and General Plan Map amendment is in the public interest and will further the San Pablo General Plan 2030 goals and policies to provide an expanded, high quality, and diversified park system which allows varied recreational opportunities to provide a community serving need.
- B. That the proposed Zoning and General Plan Map amendment to reclassify the site from General Plan Designation of *Industrial Mixed Use to Parks/Recreation* and a Zoning designation of C-2 (Heavy Commercial) to OS (Open Space) is desirable to achieve the purposes of the zoning title and will be consistent with the 2030 General Plan.
- C. Pursuant to Title XIV, California Code of Regulations ("CCR") § 753.5(c)(1), the Planning Commission has determined that, after considering the record as a whole, there is no evidence that the proposed Zoning Map and General Plan Map amendment will have the potential for any adverse effect on wildlife resources or the habitat upon which the wildlife depends as defined in Fish and Game Code § 711.2. Therefore, the payment of Fish and Game Department filing fees is not required in conjunction with this project.

(Fish & Game Code, § 711.4; Title XIV, CCR § 735.5(a)(3).)

- D. The proposed project has been determined to be categorically exempt from the provisions of CEQA, in accordance with CEQA Guidelines Section 15061 (b)(3), no potential for causing a significant effect on the environment.
- E. Public notice of the hearing has been given by mail to the applicant, local affected agencies, all property owners within 300 feet of the subject property, and has been published in the West County Times, in accordance with the requirements of Government Code Section 65905.

**BE IT FURTHER RESOLVED** that the foregoing recitations are true and correct, and are included herein by reference as findings

**BE IT FURTHER RESOLVED** that the Planning Commission of the City of San Pablo hereby recommends that the City Council approve this application, PLAN1402-0004, for a Zoning and General Plan Map Amendment.

\*\*\*\*\*

Adopted this 19th day of February, 2014, by the following vote to wit:

AYES:            COMMISSIONERS:  
 NOES:            COMMISSIONERS:  
 ABSENT:        COMMISSIONERS:  
 ABSTAIN:       COMMISSIONERS:

ATTEST:

APPROVED:

\_\_\_\_\_  
 Michele Rodriguez  
 Secretary

\_\_\_\_\_  
 Cheremay Sutton  
 Chairperson

# EXHIBIT B

**Table 10.1-1 Consistency Between the General Plan and Zoning**

<i>General Plan Land Use Designations</i>	<i>Existing Zoning District<sup>1</sup></i>	<i>Proposed New Zoning</i>
<b>Residential</b>		
Single-family Residential District	R-1	R1
Two-family Residential District	R-2	R2
Multifamily Residential District	R-3	R3
High Density Residential District	R-4	R4
<b>Mixed Use</b>		
Mixed Use Centers (north and south)	-	MUCN, MUCS
Commercial Mixed Use	-	CMU
Residential Mixed Use	-	RMU
Industrial Mixed Use	M <sup>2</sup>	IMU
<b>Commercial</b>		
Neighborhood Commercial	C-1, C-2	NC
Regional Commercial	C-2, CR	RC
-Entertainment District Overlay	-	ED
<b>Other</b>		
Public/Institutional	I	PS
Parks/Open Space	OS	OS

<sup>1</sup> These districts may be used while the Zoning Ordinance is being updated.

<sup>2</sup> Existing Zoning has an Industrial category M.

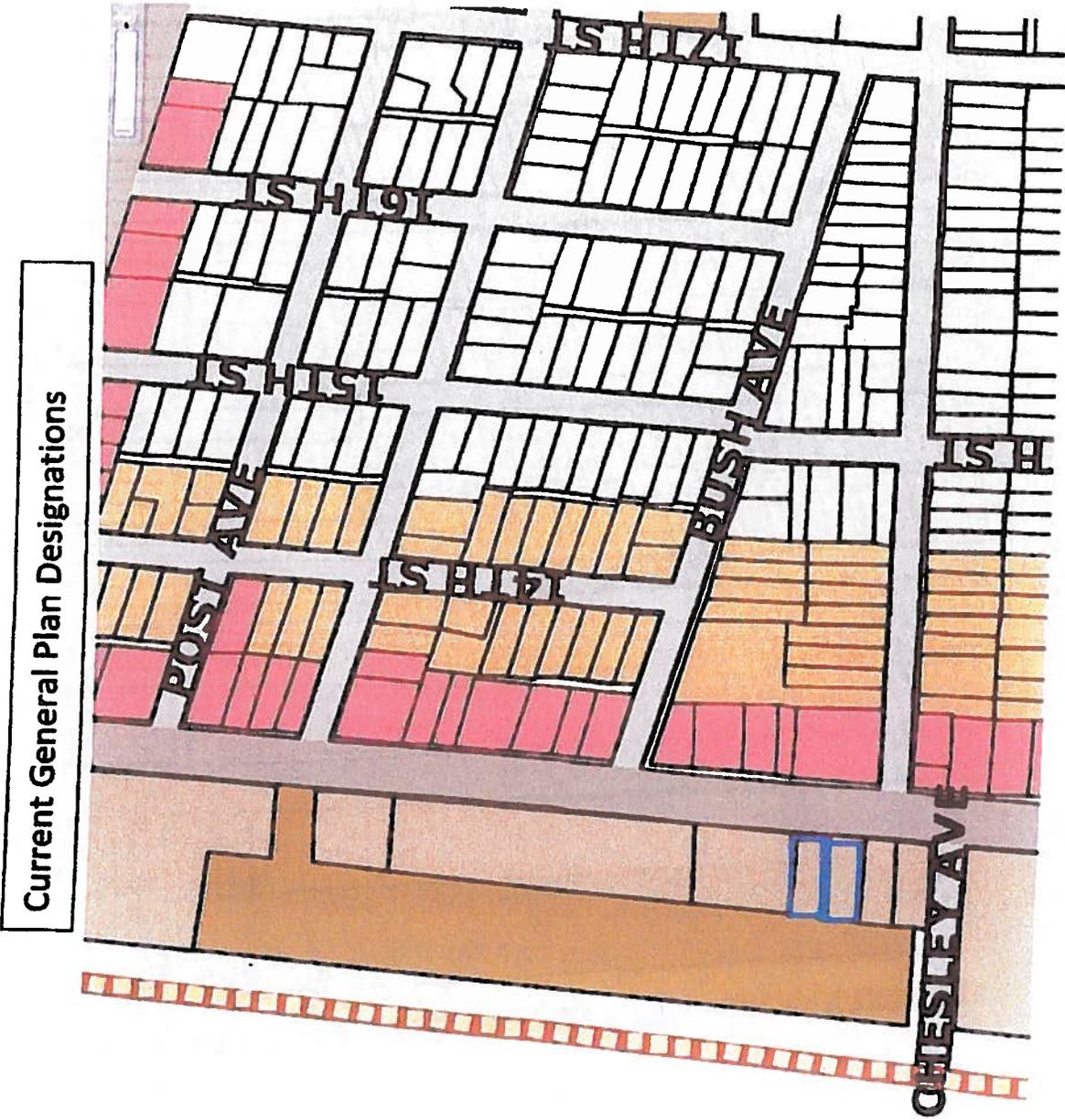
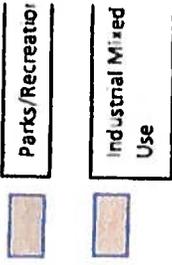
Source: Dyett & Bhatia, 2010.

## BUILDING AND HOUSING CODES

No building permit may be issued under California law (Gov. Code Section 65567) unless the proposed development is consistent with the City's open space plan and conforms to the policies of the Open Space and Conservation Element. To provide an administrative mechanism to ensure consistency, it may be appropriate to require applicants for building permits and grading permits to secure a "zoning certificate" or other form of zoning clearance before these permits can be issued.

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# EXHIBIT C



Proposed General Plan Designations

- Parks/Recreation
- Industrial Mixed Use



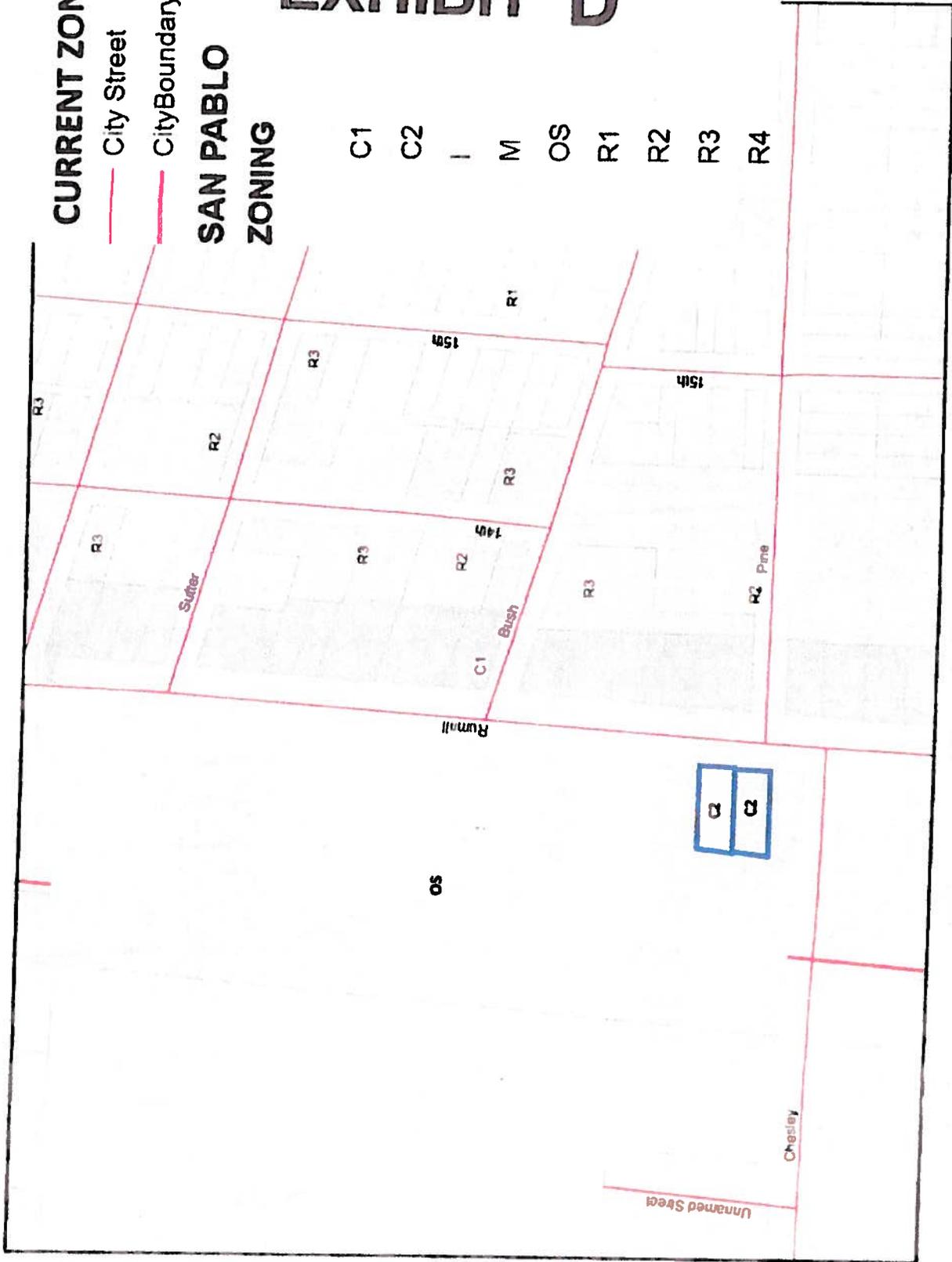
# EXHIBIT D

## CURRENT ZONING

- City Street
- City Boundary

## SAN PABLO ZONING

- C1
- C2
- I
- M
- OS
- R1
- R2
- R3
- R4

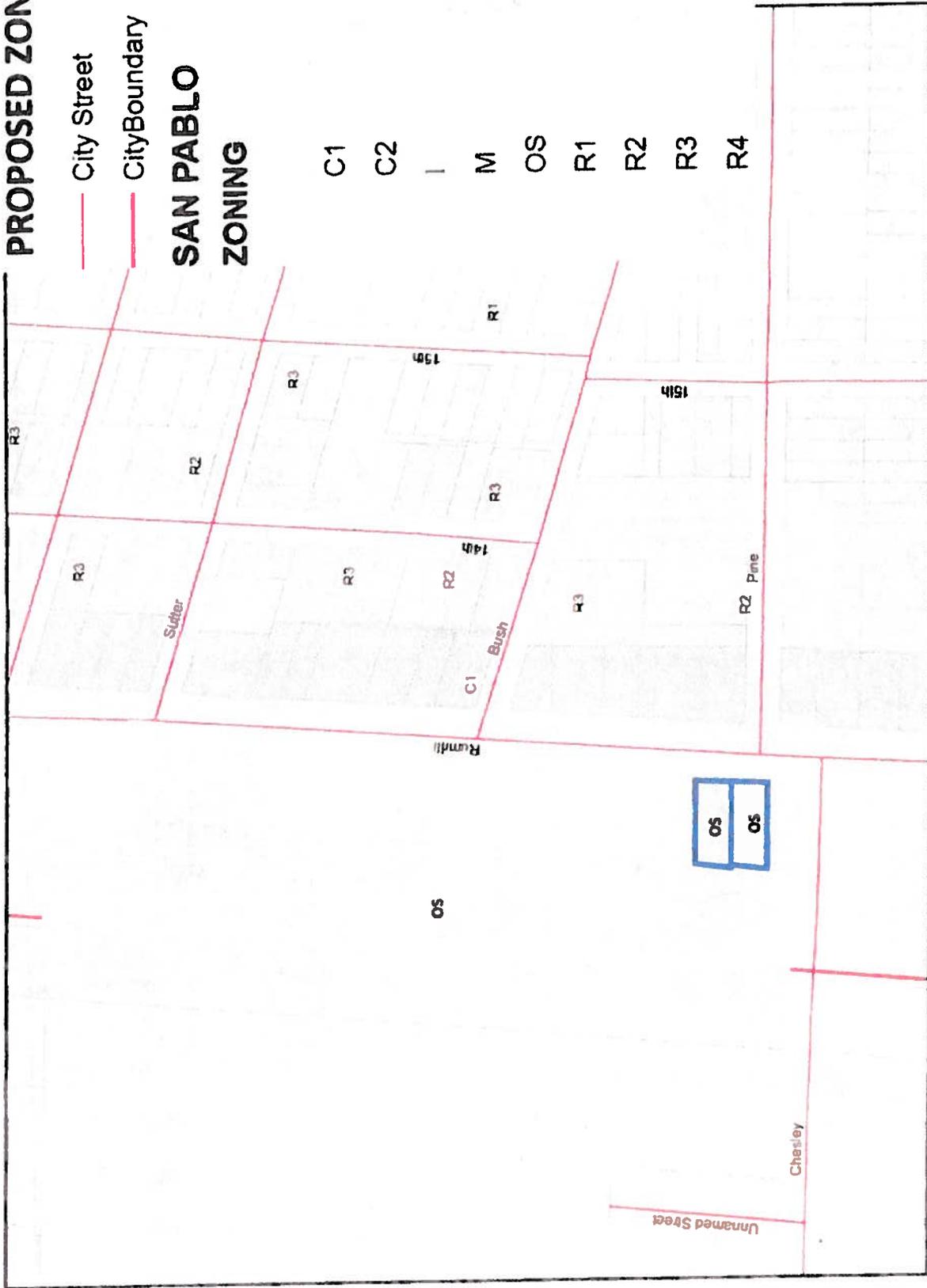


# PROPOSED ZONING

- City Street
- City Boundary

## SAN PABLO ZONING

- C1
- C2
- I
- M
- OS
- R1
- R2
- R3
- R4



# EXHIBIT E

## ORDINANCE 2014-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AMENDING THE ZONING MAP TO RECLASSIFY TWO VACANT PARCELS WITH ACCESS ON RUMRILL BOULEVARD (APN 410-012-007 AND 410-012-008), FROM C-2 (HEAVY COMMERCIAL) TO OS (OPEN SPACE).**

**THE CITY COUNCIL OF THE CITY OF SAN PABLO DOES ORDAIN AS FOLLOWS:**

### **SECTION 1. Recitals.**

- A. On March 18, 2013 the City Council adopted Resolution 2013-049 approving the design review and certifying the environmental review for the Rumrill Soccer Park.
- B. The proposed amendment to the existing zoning district is consistent with the objectives policies, general land uses and programs specified in the City's General Plan and are governed by the development regulations contained in the San Pablo Municipal Code.
  1. The City of San Pablo proposed to amend the Zoning Map of the 2002 Zoning Ordinance of the City of San Pablo to reclassify two vacant parcels with access on Rumrill Boulevard (APN 410-012-007 and 410-012-008), from C-2 (Heavy Commercial) to OS (Open Space) as shown in Attachment A.
  2. Notices were mailed to owners of properties within a 300 foot radius of the site. The notices were mailed on \_\_\_\_\_.
  3. On February 19, 2013, the Planning Commission held a duly noticed public hearing on Rezoning Application No. PLAN1402-0004. After considering oral and written testimony, the Commission, by vote of \_\_\_\_, to adopt Resolution No. 14-03 recommending that the Council adopt a Resolution and an Ordinance amending the designation of the subject property.
  4. A Public Hearing notice was delivered to the *West County Times* newspaper on \_\_\_\_\_, 2014 to be published on Friday \_\_\_\_\_, 2014 and was published on advertising this item for City Council hearing.

## **SECTION 2. Findings.**

The City Council hereby finds that based on the Planning Commission's staff report for the February 19, 2014 meeting and based on all the information in the Planning Divisions file on the project, and available for review in the Planning Division located at 13831 San Pablo Avenue, San Pablo and based on the written and oral testimony presented at the public hearing that:

1. That the proposed zoning map amendment is in the public interest and will further the San Pablo 2030 General Plan definition for the *Parks/Recreation* district by designating the site from C-2 (Heavy Commercial), to OS (Open Space) on the site will provide a community serving need.
2. That the proposed Zoning Map Amendment to reclassify the site from C-2 (Heavy Commercial), to OS (Open Space) is desirable to achieve the purposes of the zoning title and will be consistent with the 2030 General Plan.
3. Pursuant to Title XIV, California Code of Regulations ("CCR") § 753.5(c)(1), the Planning Commission has determined that, after considering the record as a whole, there is no evidence that the proposed Zoning Map Amendment will have the potential for any adverse effect on wildlife resources or the habitat upon which the wildlife depends as defined in Fish and Game Code § 711.2. Therefore, the payment of Fish and Game Department filing fees is not required in conjunction with this project. (Fish & Game Code, § 711.4; Title XIV, CCR § 735.5(a)(3).)
4. The proposed project has been determined to be categorically exempt from the provisions of CEQA, in accordance with CEQA Guidelines Section 15061 (b)(3), no potential for causing a significant effect on the environment.

## **SECTION 3. Decision**

### **Rezoning**

- A. Based on the findings and the authority set forth above, the City Council hereby rezones the subject property (as shown in Exhibit \_\_\_ attached hereto and made part hereof) from C-2 (Heavy Commercial), to OS (Open Space)

**SECTION 4: Publication**

This ordinance shall become effective thirty (30) days following its adoption and shall be published once within fifteen (15) days after adoption in the West County Times, a newspaper of general circulation in the City of San Pablo, or, in the alternative, the City Clerk may cause to be published a summary or display advertisement prepared by the City Attorney's office of this ordinance and a certified copy of the text of this ordinance shall be posted in the office of the City Clerk five (5) days prior to the date of adoption of this ordinance. Within fifteen (15) days after adoption, a certified copy of this ordinance together with the vote for and against, shall be posted in the office of the City Clerk.

\*\*\*\*\*

First read and introduced at a regular meeting of the City Council of the City of San Pablo on the \_\_\_\_\_ and finally passed and adopted at a regular meeting of said City Council held on the \_\_\_\_\_ by the following vote:

AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:  
ABSTAIN: COUNCILMEMBERS:

ATTEST:

APPROVED:

\_\_\_\_\_  
Ted J. Denney, City Clerk

\_\_\_\_\_  
Paul Morris, Mayor

# West County Times

1050 Marina Way S  
Richmond, CA 94804  
(510) 262-2740

SAN PABLO CITY OF  
CITY CLERK OFFICE, LEHNY CORBIN, 13831 SAN PABLO  
AV BLDG #3  
SAN PABLO CA 94806

## PROOF OF PUBLICATION

FILE NO. April 7 Hearing

In the matter of

West County Times

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter.

I am the Principal Legal Clerk of the West County Times, a newspaper of general circulation, printed and published at 2640 Shadelands Drive in the City of Walnut Creek, County of Contra Costa, 94598

And which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Contra Costa, State of California, under the date of August 29, 1978. Case Number 188884.

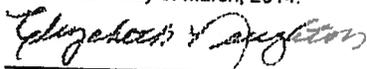
The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

3/29/2014

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.

On this 29th day of March, 2014.



Signature

Legal No.

0005137133

CITY OF SAN PABLO, CA.  
CITY COUNCIL HEARING  
APRIL 7, 2014 at 6:00 pm  
City Council Chambers

13831 San Pablo Avenue, San Pablo, CA 94806

The following notice is presented for your information: the City Council of the City of San Pablo, State of California, will hold a public hearing on the following item:

PLAN 1403-0005: Ordinance of the City Council of the City of San Pablo ratifying Ordinance No. 2013-22 of the Contra Costa County Fire Protection District amending the 2013 California Fire Code.

PLAN 1402-0004: This is City initiated project to consider a zoning map amendment to reclassify two vacant parcels with access on Rumrill Boulevard (APN 410-012-007 and 410-012-008) from a zoning designation of C-2 (Heavy Commercial) to (OS Open Space). As a Negative Declaration was adopted by the San Pablo City Council on March 18, 2013 for the Rumrill Soccer Park, the proposed project has been determined exempt from the provisions of CEQA, in accordance with CEQA Guidelines Section 15061 (b)(3).

NOTICE IS HEREBY FURTHER GIVEN that said City Council hearing will be on Monday the 7th day of April of 2014, at the hour of 6:00 p.m. The meeting will take place in the City Council Chambers, 13831 San Pablo Avenue, San Pablo, CA 94806 at which time and place any and all persons interested may appear and be heard thereon. If you have any questions or comments please contact Eugenio Saucedo, Planning Intern at 510.215.3093 or by e-mail at eugenios@sanpabloca.gov

NOTE: If you challenge these applications for any reason in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

Michele Rodriguez  
Development Services Manager

WCT 5137133 Mar. 29, 2014

# REQUEST FOR COUNCIL ACTION



CITY OF SAN PABLO  
*City of New Directions*

**PREPARED BY:** Mary A. Delgado  
Senior Permit Technician

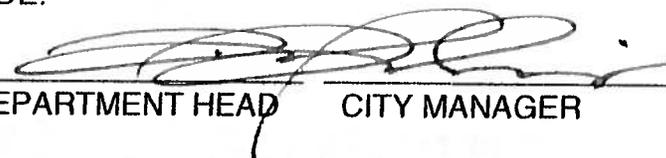
**DATE OF MEETING:** April 7, 2014

**DATE:** February 10, 2014

**PHONE:** 510.215.3032

**SUBJECT:** ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN PABLO RATIFYING ORDINANCE NO. 2013-22 OF THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT AMENDING THE 2013 CALIFORNIA FIRE CODE.

**APPROVED:**

  
DEPARTMENT HEAD

  
CITY MANAGER

  
CITY ATTORNEY

## **RECOMMENDATION**

Waive first reading, and introduce the 2013 Fire Code amendments.

## **COUNCIL PRIORITY WORKPLAN**

FYI 2013-14 Council Priority Workplan Compliance Statement.

The Green/LEED Building Standard is an adopted policy item under the FY 2013-2014 Council Priority Workplan, effective July 1, 2013.

## **BACKGROUND**

The City of San Pablo City Council adopted the 2013 Fire Codes on January 13, 2014.

The County Board of Supervisors voted in October 2013 to adopt the 2013 Fire Codes subject to amendments. The findings necessary to amend the code due to local climatic, geological, and topographic conditions are described in Exhibit A.

California Health and Safety Code, Section 13869.7 enables the City to ratify, modify or deny the District-adopted ordinance. The Building Official for the City of San Pablo has recommended ratification of the Fire District's ordinance in its entirety as a responsible measure to provide additional, reasonable and uniform degrees of fire and life safety to San Pablo citizens, businesses, and community.

The attached ordinance ratifies Ordinance No. 2013-22 of the Contra Costa Fire Protection District within the jurisdictional limits of the City of San Pablo.

## **FISCAL IMPACT**

No fiscal impact in amending the Fire Code.

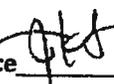
Exhibit A: Findings for Amendment to 2013 Fire Code.

Exhibit B: Ordinance No. 2013-22 of the Contra Costa County Board of Supervisors

### Departmental Coordination

Comm. Services \_\_\_\_\_

Police \_\_\_\_\_

Finance 

Public Works \_\_\_\_\_

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**ORDINANCE 2014-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN PABLO RATIFYING ORDINANCE NO. 2013-22 FIRE CODE, AN ORDINANCE OF THE CONTRA COST COUNTY FIRE PROTECTION DISTRICT, AMENDING THE 2013 CALIFORNIA FIRE CODE.**

WHEREAS, the City of San Pablo is wholly contained within the geographical boundaries of a legal special district known as the Contra Costa County Fire Protection District, formed pursuant to California Health and Safety Code Section 13800 *et seq*; and

WHEREAS, the Contra Costa County Fire Protection District has responsibility for emergency, medical first-responder services, fire suppression and fire protection duties within its special district boundary, including within the City of San Pablo; and

WHEREAS, on October 22, 2013 the Board of Supervisors of Contra Costa County voted to adopt the 2013 California Fire Code, as amended, by adoption of County Ordinance No. 2013-22; and

WHEREAS, pursuant to California Health and Safety Code Section 13869.7, any fire protection district that adopts an ordinance pertaining to building standards related to fire and panic safety that are more stringent than those building standards adopted by the State Fire Marshal shall transmit the adopted ordinance to the city where the ordinance will apply; and

WHEREAS, the City has received a copy of County Ordinance No. 2013-22 from the Contra Costa Fire Protection District and in accord with the Health and Safety Code the City may ratify, modify or deny the District-adopted ordinance, and no ordinance adopted by the Fire District shall be effective within the municipal limits of the City of San Pablo until ratified by the San Pablo City Council; and

WHEREAS, the Building Official for the City of San Pablo has recommended ratification of the Fire District's ordinance in its entirety; and

WHEREAS, the City Council does hereby find and determine that the ratification of Ordinance No. 2013-22 of the Contra Costa Fire Protection District for implementation of the 2013 California Fire Code, as amended, within the jurisdictional boundary of the City of San Pablo is a responsible measure to provide a reasonable and uniform degree of fire and life safety to its citizens, businesses and community; and

WHEREAS, the City Council does hereby ratify Ordinance No. 2013-22 of the Contra Costa County Fire Protection District, and pursuant to Health and Safety Code Section 13869.7 (h)(1), the City Council does hereby delegate enforcement of the District's Ordinance No. 2013-22 within the jurisdictional limits of the City of San Pablo to the Fire Chief of the Contra Costa County Fire Protection District or authorized representative.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN PABLO DOES ORDAIN AS FOLLOWS:

**Section 1:** Section 15.04.050 if the San Pablo Municipal Code is amended to read as follows:

**15.04.50 Fire Code-Ratified.**

Ordinance 2013-22 of the Contra Costa County Fire Protection District, adopted October 22, 2013, is hereby ratified by the City Council under the authority of California Health and Safety Code section 13869.7. Ordinance No. 2013-22 amends Chapter 1 - Scope and Administration; Chapter 2 - Definitions; Chapter 3 - General precautions Against Fire; Chapter 4 - Emergency Planning and preparedness; Chapter 5 - Fire Service Features; Chapter 6 - Building Services and Systems; Chapter 8 - Interior Finish, Decorative Materials and Furnishings; Chapter 9 - Fire Protection Systems; Chapter 10 - Means of Egress; Chapter 50 - Hazardous Materials; Chapter 56 - Explosives and Fireworks; Chapter 57 - Flammable and Combustible Liquids; Chapter 58 - Flammable Gases and Flammable Cryogenic Fluids; Chapter 61 - Liquefied Petroleum Gases. Chapter 80 - Referenced Standards; Appendix B: Fire-Flow requirements for buildings; Appendix C. Fire Hydrant Locations and Distribution; Appendix D. Fire Apparatus Access Roads; Section 4 - References to Prior Code; Section 5 - Validity; Section 6 - More Restrictive Requirements; Section 7 - Effective Date.

**Section 2: Severability.** If any sections, subsections, sentences, clauses, phrases or portions of the ordinance are for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause of this ordinance whether or not any one or more sections, subsections, phrases or clauses may be declared invalid or unconstitutional on their face or as applied.

**Section 3:** This ordinance shall become effective thirty (30) days following its adoption and shall be published once within fifteen (15) days after adoption in the West County Times, a newspaper of general circulation in the City of San Pablo, or, in the alternative, the City Clerk may cause to be published a summary or display advertisement prepared by the City Attorney's office of this ordinance and a certified copy of the text of this ordinance shall be posted in the office of the City Clerk five (5) days prior to the date of adoption of this ordinance. Within fifteen (15) days after adoption, a certified copy of this ordinance together with the vote for and against, shall be posted in the office of City Clerk.

\*\*\*\*\*

First read at a regular meeting of the City Council of the City of San Pablo on April 7, 2014 and finally passed and adopted at a regular meeting of said City Council held on \_\_\_\_\_, 2014.

AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:  
ABSTAIN: COUNCILMEMBERS:

ATTEST:

APPROVED

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Ted J. Denney, City Clerk

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Paul V. Morris, Mayor

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CONTRA COSTA COUNTY, CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT AND CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT FINDINGS OF NEED FOR CHANGES OR MODIFICATIONS IN THE 2013 CALIFORNIA BUILDING STANDARDS CODE, TITLE 24, PART 9, CALIFORNIA FIRE CODE, DUE TO LOCAL CONDITIONS

I. Changes or Modifications

Pursuant to Section 17958 of the State of California Health and Safety Code, the Contra Costa County Board of Supervisors, in its capacity as the Board of Supervisors and the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District (collectively "Fire District"), in its ordinance adopting and amending the 2013 California Building Standards Code, Title 24, Part 9, California Fire Code, changes, modifies, and amends Section 903.1 through Section 907.8.7.

II. Finding

Pursuant to Sections 17958.5 and 17958.7 of the State of California Health and Safety Code, the Contra Costa County Board of Supervisors, in its capacity as the Board of Supervisors and the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, finds that the above referenced change, modification, and amendment is needed and is reasonably necessary because of certain local climatic, geological, and topographic conditions as described below.

A. Climatic

1. Precipitation and Relative Humidity

(a) Conditions

Precipitation ranges from 15 to 24 inches per year with an average of approximately 20 inches per year. Ninety-six (96) percent falls during the months of October through April and four (4) percent from May through September. This is a dry period of at least five (5) months each year. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from forty-five (45) to sixty-five (65) percent during spring, summer, fall, and from sixty (60) to ninety (90) percent in the winter. It occasionally falls as low as fifteen (15) percent.

(b) Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely.

Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks

and embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the Fire District resulting in an excessive fire loss.

2. Temperature

(a) Conditions

Temperatures have been recorded as high as 114<sup>0</sup> F. Average summer highs are in the 90<sup>0</sup> range, with average maximums of 105<sup>0</sup> F.

(b) Impact

High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building and wildland fires.

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more Fire District resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire District.

3. Winds

(a) Conditions

Prevailing winds in the area are from the south or southwest in the mornings and from the north or northwest in the afternoons. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the fourteen (14) mph to twenty-three (23) mph ranges, gusting to twenty-five (25) to thirty-five (35) mph. Forty (40) mph winds are experienced occasionally and winds up to fifty-five (55) mph have been registered locally. During the winter half of the year, strong, dry, gusty winds from the north move through the area for several days creating extremely dry conditions.

(b) Impact

Winds such as those experienced locally can and do cause fires, both interior and exterior, to burn and spread rapidly. Fires involving non-irrigated weeds, grass and brush can grow to a magnitude and be fanned to intensity beyond the control capabilities of the Fire District very quickly even by relatively moderate winds. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the Fire District on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building

exteriors. Local winds will continue to be a definite factor towards causing major fire losses to buildings not provided with fire resistive roof and siding materials and buildings with inadequately separated interior areas or lacking automatic fire protection systems. National statistics frequently cite wind conditions, such as those experienced locally, as a major factor where conflagrations have occurred.

#### 4. Summary

These local climatic conditions affect the acceleration, intensity, and size of fire in the community. Times of little or no rainfall, of low humidity, and high temperatures create extremely hazardous conditions, particularly as they relate to wood shake and shingle roof fires and conflagrations. The winds experienced in this area can have a tremendous impact upon structure fires. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. In building fires, winds can literally force fires back into the building and can create a blow torch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

#### B. Geological and Topographic

##### 1. Seismicity

##### (a) Conditions

Contra Costa County is located in Seismic Risk Zone 4, which is the worst earthquake area in the United States. Buildings and other structures in Zone 4 can experience major seismic damage. Contra Costa County is in close proximity to the San Andreas Fault and contains all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults. A 4.1 earthquake with its epicenter in Concord occurred in 1958, and a 5.4 earthquake with its epicenter also in Concord occurred in 1955. The Concord and Antioch faults have a potential for a Richter 6 earthquake and the Hayward and Calaveras faults have the potential for a Richter 7 earthquake. Minor tremblers from seismic activity are not uncommon in the area.

The fire environment of a community is primarily a combination of two factors: the area's physical **geologic** characteristics and a historic pattern of urban-suburban development. These two factors, alone and combined, create a mixture of environments which ultimately determines the area's fire protection needs. The Fire District has 3 distinct areas. They are: the West, which includes the City of San Pablo and the communities of North Richmond, El Sobrante, and East Richmond Heights. The Central includes the Cities of Lafayette, Martinez, Pleasant Hill, Concord, Walnut Creek, Clayton and the communities of Clyde, Pacheco, Alhambra Valley and Alamo. The East includes the Cities of Antioch, Pittsburg and the community of Bay Point.

Because of the size of the Contra Costa County Fire Protection District (304 Square miles) the characteristics of the fire environment changes from one location to the next. Therefore the District has not one, but a number of fire

environments, each of which has its individual fire protection needs from two major oil refineries, to heavy industrial facilities, freeways, rail lines, waterways, port facilities, wildland areas, urban and suburban town settings and major downtown areas.

Interstates 80 and 680, State Highways 4, 24 and 242, Bay Area Rapid Transit District (BART) and major thoroughfares travel throughout the District. There are 2 major rail lines which run through the District. An overpass or underpass crossing collapse would alter the response route and time for responding emergency equipment. This is due to the limited crossings of the major highways and rail lines.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which, in turn, cause power failures while at the same time starting fires throughout the Fire District. The occurrence of multiple fires will quickly deplete existing fire district resources; thereby reducing and/or delaying their response to any given fire. Additionally, without electrical power, elevators, smoke management systems, lighting systems, alarm systems and other electrical equipment urgently needed for building evacuation and fire control in large buildings without emergency generator systems would be inoperative, thereby resulting in loss of life and/or major fire losses in such buildings.

(b) Impact

A major earthquake could severely restrict the response of the Fire District and its capability to control fires involving buildings of wood frame construction, with ordinary wood shake and shingle exteriors, or with large interior areas not provided with automatic smoke and fire control systems.

2. Soils

(a) Conditions

The area is replete with various soils, which are unstable, clay loam and alluvial fans being predominant. These soil conditions are moderately to severely prone to swelling and shrinking, are plastic, and tend to liquefy.

Throughout the Fire District, the topography and development growth has created a network of older, narrow roads. These roads vary from gravel to asphalt surface and vary in percent of slope, many exceeding twenty- (20) percent. Several of these roads extend up through the winding passageways in the hills providing access to remote, affluent housing subdivisions. Many of these roads are private with no established maintenance program. During inclement weather, these roads are subject to rock and mudslides, as well as down trees, obstructing all vehicle traffic. It is anticipated that during an earthquake, several of these roads would be practically impassable.

3. Topographic

(a) Conditions

i. Vegetation

The service area of the Contra Costa County Fire Protection District has a varied topography and vegetative cover. A conglomeration of flat lands, hills, and ridges make up the terrain. Development has occurred on the flat lands in the District and in the past 15 years development has spread into the hills, valleys and ridge lands of the District.

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six (6) to eight (8) months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout the Fire District, especially in those fully developed areas and those areas marked for future development.

ii. Surface Features

The arrangement and location of natural and manmade surface features, including hills, creeks, canals, freeways, housing tracts, commercial development, fire stations, streets and roads, combine to limit efficient response routes for Fire District resources into and through many areas.

iii. Buildings, Landscaping and Terrain

Many of the "newer" large buildings and building complexes have access and landscaping features or designs which preclude, or greatly limit, efficient approach or operational access to them by Fire District vehicles. In addition, the presence of security gates, roads of inadequate width and grades which are too steep for Fire District vehicles create an adverse impact on fire suppression efforts.

When Fire District vehicles cannot gain access to buildings involved with fire, the potential for complete loss is realized. Difficulty reaching a fire site often requires additional fire personnel and resources to successfully and safely mitigate the event. Access problems often result in severely delaying, misdirecting, or making fire and smoke control efforts unsuccessful.

(b) Impact

The above local geological and topographical conditions increase the magnitude, exposure, accessibility problems, and fire hazards presented to the Contra Costa County Fire Protection District. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. Public Safety resources would

have to be prioritized to mitigate the greatest threat, and may likely be unavailable for smaller single dwelling or structure fires.

Other variables may intensify the situation:

1. The extent of damage to the water system.
2. The extents of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or amount of debris blocking the roadways.
4. Climatic conditions (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.
7. The large portion of dwellings with wood shake or shingles coverings could result in conflagrations.

### III. Summary

Local climatic, geologic, and topographic conditions impact fire prevention efforts, and the frequency, spread, acceleration, intensity, and size of fire involving buildings in this community. Further, they impact potential damage to all structures from earthquake and subsequent fire. This was the case in the October 17, 1989 Loma Prieta earthquake that measured 6.9 and occurred on the San Andreas fault, centered near Santa Cruz. This event caused several residential fires and numerous commercial buildings were damaged.

Therefore, based on the findings declared in this document, it is found reasonably necessary that the 2013 California Fire Code be changed or modified to mitigate the effects of the above conditions.

The changes and/or modifications to the 2013 California Fire Code, as expressed in Ordinance #2013-22 of Contra Costa County, the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, are found to be necessary to mitigate the above described impacts which are caused by the above described local climatic, geological and topographic conditions.

Ordinance #2013-22 is attached in its entirety.

ORDINANCE NO. 2013-22

FIRE CODE

ORDINANCES OF THE COUNTY OF CONTRA COSTA, THE CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT, AND THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT ADOPTING THE 2013 CALIFORNIA FIRE CODE WITH AMENDMENTS.

The Contra Costa County Board of Supervisors, as the Board of Supervisors for Contra Costa County and as the Board of Directors of the Crockett-Carquinez Fire Protection District and the Contra Costa County Fire Protection District, ordains as follows:

SECTION 1. ADOPTION OF THE CALIFORNIA FIRE CODE.

Contra Costa County, the Crockett-Carquinez Fire Protection District and the Contra Costa County Fire Protection District hereby adopt the 2013 California Fire Code (California Code of Regulations, Title 24, Part 9 [based on the 2012 International Fire Code published by the International Code Council]), including Chapters 1-10 and 12-80, Appendix B, Appendix C, Appendix D, Appendix F, Appendix H, Appendix I, Appendix J, and Appendix K, as amended by the changes, additions and deletions set forth in this ordinance. The 2013 California Fire Code, with the changes, additions, and deletions set forth this ordinance, is adopted by this reference as though fully set forth in this ordinance. As of the effective date of this ordinance, the provisions of the fire code are controlling and enforceable within the limits of each jurisdiction.

SECTION 2. AMENDMENTS TO THE CALIFORNIA FIRE CODE.

The 2013 California Fire Code is amended by the changes, additions and deletions set forth in this Section 2. Chapter and Section numbers used below are those of the 2013 California Fire Code.

Chapter 1. Scope and Administration.

Section 101.1 is amended to read:

**101.1 Title.** This code is the Fire Code of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District, and is hereinafter referred to as "this code".

Section 102.1 is amended to add item 5, to read:

**102.1 Construction and design provisions.** The construction and design provisions of this code shall apply to:

- 5. Where not otherwise limited by law, the provisions of this code shall apply to vehicles, ships, and boats that are permanently affixed to a specific location within the boundaries of this jurisdiction.

Section 105.6 is amended to read:

**105.6 Required operational permits.** The fire code official is authorized to issue operational permits for the operations set forth in Chapter 1, Sections 105.6.1 through 105.6.54.

Section 105.6 is amended by adding subsections 105.6.48 through 105.6.54, to read:

**105.6.48 Asbestos removal.** A permit is required to conduct asbestos-removal operations regulated by Section 3318.

**105.6.49 Battery systems.** A permit is required to operate stationary lead-acid battery systems having a liquid capacity of more than 50 gallons (189 L) pursuant to Section 608.

**105.6.50 Christmas tree sales.** A permit is required to use a property for the purpose of selling cut Christmas trees.

**105.6.51 Firework aerial display.** A permit is required to conduct a firework display regulated by California Code of Regulations, Title 19 and Chapter 56 of this code.

**105.6.52 Model rockets.** A permit is required to sell model rockets equipped with model rocket motors or to launch model rockets more than three times from the same site on any day pursuant to California Code of Regulations, Title 19, Division 1, Article 17.

**105.6.53 Temporary water supply.** A permit is required to use a temporary water supply for construction of residential projects or subdivisions pursuant to Section 3312.1.

**105.6.54 Tire storage.** A permit is required to store more than 1,000 cubic feet (28.3m<sup>3</sup>) of tires inside buildings pursuant to Chapter 34.

Section 105.7 is amended to read:

**105.7 Required construction permits.** The fire code official is authorized to issue construction permits for the operations set forth in Chapter 1, Sections 105.7.1 through 105.7.21.

Section 105.7 is amended by adding sections 105.7.17 through 105.7.22 as follows:

**105.7.17 Access for fire apparatus.** Plans shall be submitted and a permit is required to install, improve, modify, or remove public or private roadways, driveways, and bridges for which Fire District access is required by the Fire Code. A permit is required to install a gate across a fire apparatus access road pursuant to Section 503.

**105.7.18 Construction, alteration, or renovation of a building for which a building permit is required.** Plans shall be submitted to the fire code official for all land developments or for the construction, alteration, or renovation of a building within the jurisdiction where a building permit is required.

**Exception:** Non-sprinklered Group R-3 Occupancies where work does not involve a substantial addition or expansion.

ORDINANCE NO. 2013-22

**105.7.19 Medical gas systems.** A construction permit is required for the installation of or modification to a medical gas system pursuant to Section 5306.

**105.7.20 Refrigeration equipment.** A permit is required to install a mechanical refrigeration unit or system regulated by Chapter 6.

**105.7.21 Land Development, Subdivisions.** Plans shall be submitted to the fire code official for all land developments or improvements proposed within the jurisdiction that involve the subdivision of land.

**105.7.22 Water supply for fire protection.** Plans shall be submitted to the fire code official for the purpose of determining whether adequate water supplies, fire hydrants, and associated systems are provided for all facilities, buildings or portions of buildings either constructed or moved into the District pursuant to Section 507.

Section 105.8 is added to read:

**105.8 Responsibility of permittee.** Work performed under a construction permit shall be in accordance with the approved plans and with all requirements of this code and any other laws or regulations applicable thereto. No Fire District approval relieves or exonerates any person from the responsibility of complying with the provisions of this code, nor does any Fire District approval establish any vested rights with respect to any work performed that is performed or completed in violation of this code.

Section 108.1 is amended to read:

**108.1 Board of Appeals established.** In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there is hereby created a board of appeals. The board of appeals is comprised of the Board of Directors.

Section 108.3 is deleted.

Section 109.4 is amended in its entirety to read:

**109.4 Violation penalties.** Every person who violates any provision of this fire code is guilty of an infraction or misdemeanor, which will be determined by the Fire District, in accordance with Health and Safety Code Section 13871. Each infraction or misdemeanor will be punishable by an administrative fine, in accordance with Government Code Section 53069.4. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense. The application of the aforesaid penalty shall not be held to prevent the enforced removal of prohibited conditions. This section is a declaration of Health and Safety Code section 13871 and is not intended to create a different or separate penalty.

Section 111.4 is amended to read:

**111.4 Failure to comply.** Any person who continues any work after having been served with a stop work order is subject to citation, except any work that a person is directed by the fire code official to perform to remove a violation or unsafe condition.

**Chapter 2. Definitions.**

Section 202 is amended by adding the following definitions to read:

**Administrator.** Fire Chief.

**All-weather driving surface.** A roadway with a minimum surface finish of one layer of asphalt or concrete that is designed to carry the imposed weight loads of fire apparatus.

**Board of Directors.** The Contra Costa County Board of Supervisors as the governing body of the Crockett-Carquinez Fire Protection District and the Contra Costa County Fire Protection District.

**Board of Fire Commissioners.** An advisory commission appointed by the Board of Directors to act as set forth in this ordinance and by resolutions of the Board of Directors.

**Driveway.** A private roadway that provides access to no more than two (2) single-family dwellings.

**Fire Code Official.** In the Contra Costa County Fire Protection District, the Fire Code Official is the Fire Marshal. In the Crockett-Carquinez Fire Protection District, the Fire Code Official is the Fire Chief.

**Firebreak.** A continuous strip of land upon and from which all rubbish, weeds, grass or other growth that could be expected to burn has been abated or otherwise removed in order to prevent extension of fire from one area to another.

**Firetrail.** A graded firebreak of sufficient width, surface, and design to provide access for personnel and equipment to suppress and to assist in preventing a surface extension of fires.

**Nuisance Fire Alarm.** The activation of any fire protection or alarm system which results in the response of the Fire District and is caused by malfunction, improper maintenance, negligence, or misuse, of the system by an owner, occupant, employee, or agent, or any other activation not caused by excessive heat, smoke, fire, or similar activating event.

**Response time.** The elapsed time from receipt of call to the arrival of the first unit on scene.

**Running time.** The calculated time difference between leaving the first-due station and arriving on the emergency scene.

**Rural area.** An area generally designated for agricultural or open space uses with parcels more than 10 acres (4.046873ha) in size.

**Rural residential area.** An area generally designated for single family residential use with parcels between three (1.2140619ha) and 10 (4.046873ha) acres in size.

**Sky Lantern.** An airborne lantern typically, but not necessarily, made of paper with a wood frame containing a candle, fuel cell composed of waxy flammable material, or other open flame that serves as a heat source, which heats the air inside the lantern to cause it to lift into the air. Sky candles, fire balloons, and airborne paper lanterns are considered sky lanterns under this code.

**Sprinkler Alarm and Supervisory System (SASS):** A Dedicated Function Fire Alarm System located at the protected premise installed specifically to monitor sprinkler water-flow alarm, valve supervisory, and general trouble conditions where a Building Fire Alarm is not required.

**Substantial Addition or Expansion.** Addition, expansion, remodel, or renovation of any structure where the addition of new fire area exceeds fifty percent of the existing fire area.

**Temporary fire department access road for construction.** An approved temporary roadway for emergency vehicle use during construction of residential subdivision projects.

**Temporary fire department access road for construction of one (1) residential (R3) unit.** A temporary roadway for emergency vehicle use during construction of an individual residential (R3) structure where a fire department access road is required as part of the project.

**Temporary water supply.** Water stored for firefighting purposes in an approved aboveground tank during combustible construction.

**Tree litter.** Any limbs, bark, branches and/or leaves in contact with other vegetation or left to gather on the ground.

### **Chapter 3. General Precautions Against Fire.**

Section 304.1.2 is amended to read:

**304.1.2 Vegetation.** Hazards created by the growth of weeds, grass, vines, trees or other growth capable of being ignited and endangering property shall be mitigated in accordance with Section 319.

Section 304.1.4 is added to read:

**304.1.4 Clothes Dryers.** Clothes dryers shall be frequently cleaned to maintain the lint trap, mechanical and heating components, vent duct and associated equipment free from accumulations of lint and combustible materials.

Section 308.1.4 Exception 1 is amended to read:

**Exception 1. Residential Occupancies.**

Section 308.1.6.3 is added to read:

308.1.6.3 Sky lanterns. No person shall release or cause to be released an unfethered sky lantern. A sky lantern shall be tethered in a safe manner to prevent it from becoming airborne, and it must be constantly attended until extinguished.

Section 319 is added to Chapter 3, to read:

### **319 Exterior Fire Hazard Control.**

#### **319.1 General.**

**319.1.1 Jurisdictional Authority.** The Board of Directors, as the supervising, legislative and executive authority of the jurisdiction, hereby delegates to the Board of Fire Commissioners of the jurisdiction all its powers, duties and rights to act pursuant to Part 5 (commencing with Section 14875), Division 12, of the Health and Safety Code, to clear or order the clearing of rubbish, litter or other flammable material where such flammable material endangers the public safety by creating a fire hazard. Fire hazard abatement will be conducted in accordance with the provisions of said Part 5 and this ordinance. In the application of the provisions of said Part 5 to fire hazard abatement proceedings under this ordinance and the Fire Protection District Law of 1987, the terms "Board of Directors" or "Board," when used in Part 5, means the Board of Fire Commissioners of this jurisdiction under this section; and the officers designated in Health and Safety Code Section 14890 are the employees of the jurisdiction.

**319.1.2 Retention of Jurisdictional Authority.** If no Board of Fire Commissioners has been appointed for the jurisdiction, then the Board of Directors retains its powers and rights to act pursuant to said Part 5.

**319.1.3 Contract for Services.** The Board of Directors reserves and retains the power to award a contract for fire hazard abatement work when the employees of the jurisdiction are not used to perform the abatement work.

#### **319.2 Definitions.**

**Weeds.** All weeds growing upon streets or private property in the jurisdiction, including any of the following:

1. Weeds that bear seeds of a fluffy nature or are subject to flight.
2. Sagebrush, chaparral (including Chamise, Coyote Brush/Greasewood, Brooms, and Buckwheat), and any other brush or weeds that attain such large growth as to become, when dry, a fire menace to adjacent improved property.
3. Weeds that are otherwise noxious or dangerous.
4. Poison oak and poison sumac when the conditions of growth constitute a menace to public health.
5. Dry grass, brush, tree litter, litter, or other flammable materials that endanger the public safety by creating a fire hazard.

**Rubbish.** Waste matter, litter, trash, refuse, debris and dirt on streets, or private property in the jurisdiction which is, or when dry may become, a fire hazard.

**Streets.** Includes alleys, parkways, driveways, sidewalks, areas between sidewalks and curbs, highways, public right of ways, private road, trails, easements, and fire trails.

**Person.** Includes individuals, firms, partnerships, and corporations.

**Defensible Space.** The area within the perimeter of a parcel providing the key point of defense from an approaching wildland or escaping structure fire.

**Priority Hazard Zone.** An area where the threat from wildfire is severe due to proximity to open space, topography, degree of slope, density of homes amount of vegetation (native and ornamental) and other conditions favorable to fast moving fires.

**Reduced Fuel Zone.** The area that extends from thirty (30) feet to one hundred (100) feet or more away from the structure or to the property line, whichever is closer to the structure.

**Cost of Abatement.** Includes all expenses incurred by the jurisdiction in its work of abatement undertaken and administrative costs pursuant to Section 319.5 of this Ordinance.

**319.3 Weeds and Rubbish a Public Nuisance.** The Board hereby declares that all weeds growing upon private property or streets in this jurisdiction and all rubbish on private property or streets in this jurisdiction are public nuisances. Such weed nuisance is seasonal and recurrent.

#### **319.4 Abatement of Hazard.**

**319.4.1 Prohibition.** No person who has any ownership or possessory interest in or control of parcel of land shall allow to exist thereon any hazardous rubbish, weeds, trees, or other vegetation that constitutes a fire hazard. Destruction by burning within this jurisdiction is unlawful unless the written permission of the fire chief is first obtained, and all other applicable permits are obtained from appropriate governing agencies or jurisdictions.

**319.4.2 Specific Requirements.** The District shall develop minimum abatement standards for land in residential, rural and/or rural residential, business, industrial areas, or land which is unused or vacant. Such standards may be modified periodically as circumstances dictate.

**319.4.2.1 Clearance of Weeds from Streets.** The Fire Code Official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of streets which are improved, designed or ordinarily used for vehicular traffic to be cleared of flammable vegetation and other combustible growth. The Fire Code Official is authorized to enter upon private property to do so, to the extent allowed by law.

#### **319.5 Abatement Procedures.**

**319.5.1 Abatement Order.** The fire code official may order the abatement of the weeds and rubbish described in Sections 304.1.2 and 319.2. On making the order, the fire code official will mail a copy of a notice to the owners of the affected property as their names and addresses appear upon the last county equalized assessment roll, or as their names and addresses are known to the fire code official. As an alternative to mailing, the notice may be posted upon the affected property and published in the jurisdiction, not less than 15 days prior to the date of the abatement hearing. Copies of the notice will be

headed with the words "Notice to Abate Weeds and Rubbish" in letters at least one inch high. The notice will be in substantially the following form:

#### NOTICE TO ABATE WEEDS AND RUBBISH

You are hereby notified that weeds and rubbish constitute a fire hazard on the following described property owned by you:

(Describe property by common street designation, by metes and bounds, Assessor's code area and parcel number, or by reference to attached map).

You must remove the weeds and rubbish within fifteen (15) days from the date of this notice. If you fail to do so, the (jurisdiction) Fire Protection District will remove it, and the cost of the abatement, including administrative costs, will be collected as property taxes and will be a lien on your property until paid.

You are further notified that the Board of Supervisors has declared that such weeds and rubbish constitute a public nuisance and that such weeds also constitute a seasonal and recurring nuisance.

You may appear before the Board of Fire Commissioners of this jurisdiction on (time and date) at (place-room, street, address, and city) to show cause why this order should not be enforced.

(Signed). (Name of fire code official of name of jurisdiction)

**319.5.2 Hearing Date.** A date for hearing on the notice will be sent at least fifteen (15) days after the date of the notice. The date of the notice is the date on which the notice is placed in the United States mail or the date on which it is posted on the property. At the hearing, the property owner or his agent may appear to show cause why the order should not be enforced. For good cause shown, the Board of Fire Commissioners may extend the time for compliance with the order or may rescind the order.

**319.5.3 Contract Award.** If the owner fails to comply with the order, the fire code official may have the weeds and rubbish abated either by employees of this jurisdiction or by contract. If a contract is awarded, it will be by public bid, awarded to the lowest responsible bidder. A contract may include work on more than one parcel. Concerning any contract previously awarded as provided in this subsection and that has been fully extended as provided in that contract, it may thereafter be extended on its same terms and conditions for a further period (not to exceed one year) by agreement of the Board of Supervisors and the involved contractor.

**319.5.4 Abatement Report of Costs.** The fire code official or his or her designee abating the nuisance will keep an account of the cost of abatement in front of or on each separate parcel of land and will render an itemized report in writing to the Board of Fire Commissioners showing the cost of removing the weeds and rubbish on or in front of each separate lot or parcel of land, or both. Before the report is submitted to the Board of Fire Commissioners, a copy of it will be posted for at least three days on or near the chamber door of the Board with a notice of the time and when the report will be submitted to the Board for confirmation. At the time fixed for receiving and considering the report, the Board of Fire Commissioners will hear it and any objections of any of the property owners liable to be assessed for the work of abatement. Thereupon, the Board of Fire Commissioners may make such modifications in the report as it deems necessary, after which the report will be confirmed. The amount of the cost, including administrative costs, of abating the

nuisance in front of or upon the various parcels of the land mentioned in the report as confirmed will constitute special assessment against the respective parcels of land, and are a lien on the property for the amount of the respective assessments. Such lien attaches upon recordation, in the office of the County Recorder, of a certified copy of the Resolution of Confirmation.

**319.5.5 Cost Assessments.** Upon confirmation of the report of cost by the Board of Fire Commissioners and the recordation of the Resolution of Confirmation, a copy of the report of cost will be sent to the County Auditor, who will enter the amount of the assessments against the parcels. Thereafter the amount of the assessments will be collected at the same time and in the same way as County taxes are collected. The owners are subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary county taxes. All laws applicable to the levy, collection, and enforcement of county taxes are applicable to these assessment taxes.

**319.6 Alternate Mitigation.** In lieu of ordering abatement as provided in Section 319.5.1, the fire code official of this jurisdiction may order the preparation of firebreaks/fuelbreaks around parcels of property where combustible weeds, crops, or brush are present. In determining the proper width for firebreaks/fuelbreaks, the fire code official will consider the height of the growth, weather condition, topography, and the accessibility to the property for fire protection equipment. The procedure set forth in Section 319.5.1 for the abatement of weeds and rubbish shall apply to the preparation of firebreaks/fuelbreaks.

#### **319.7 Subsurface Fires.**

**319.7.1 Peat Fire.** It is the duty of each person, firm, corporation, or association not to permit a peat fire in or a fire involving combustible vegetable matters under the surface of the natural ground to remain upon the property. It is hereby declared that it is the duty of any person as herein defined to take all necessary precautions to extinguish any subsurface fire involving peat or vegetable material at the owner's own cost and expense.

**319.7.2 Fire Suppression Costs.** If there exists upon the lands or property of any person as herein defined a subsurface fire involving the burning or combustion of peat, vegetable matter or vegetation, and the owner or occupant thereof has not taken reasonable precautions within a reasonable time to extinguish or minimize such fire or combustion, this jurisdiction may, in addition to its regular duties to extinguish or minimize such fire or combustion, go upon the lands of any person as herein defined and extinguish such fire or combustion. Any costs incurred by the Fire District in fighting the fire and for the cost of proving rescue or emergency medical services shall be a charge against the property owner. The charge shall constitute a debt of the property owner and is collectable by the jurisdiction incurring those costs in the same manner as in the case of an obligation under a contract, express or implied. (See Health and Safety Code §13009.)

Section 320 is added to Chapter 3 to read:

#### **320 Automobile Wrecking Yards.**

**320.1 General.** The operation of automobile wrecking yards shall be in accordance with this section.

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## **320.2 Definitions.**

**Automobile Wrecking Yard.** An area that stores or dismantles salvaged vehicles.

**Automobile Dismantling.** The operation of dismantling or removing parts from salvaged vehicles including engines or engine parts.

## **320.3 Requirements.**

**320.3.1 Permits.** An operation permit is required for all automobile wrecking yards, automobile dismantling operations, and similar operations.

**320.3.2 Fire Apparatus Access Roads.** Fire apparatus access roads shall be constructed throughout the site in accordance with this code and shall be maintained clear of all vehicles and stored items.

**320.3.3 Welding and cutting.** Welding and cutting operations shall be conducted in an approved location, clear of all flammable liquids and combustible materials, including weeds, tires and all other debris.

**320.3.4 Housekeeping.** Combustible rubbish accumulated on site shall be collected and stored in approved containers, rooms or vaults of noncombustible materials. Combustible vegetation, cut or uncut, shall be removed when determined by the fire code official to be a fire hazard.

**320.3.5 Fire Protection.** Offices, storage buildings and vehicles used for site operations shall each be provided with at least one portable fire extinguisher with not less than a 4A:40B:C rating. When required by the fire code official, additional fire extinguishers shall be provided.

**320.3.6 Tire storage.** Tires shall be stored in racks or in a manner as approved by the fire code official.

**320.3.6.1 Distance from Water Supply.** Tire storage shall be located on-site and no further than 500 feet from a fire hydrant or an approved water supply as determined by the fire code official.

**320.3.7 Storage Piles.** Storage piles shall be located a minimum of 20 feet from property lines and shall have an unobstructed access road on all sides of not less than 20 feet.

**320.3.8 Burning operations.** The burning of salvaged vehicles and salvaged or waste materials is prohibited.

**320.3.9 Motor vehicle fluids.** Motor vehicle fluid shall be drained from salvaged vehicles when such liquids are leaking onto the ground and prior to dismantling or removing engine/motor parts.

**320.3.9.1 Mitigation of leaking fluids.** Precautions shall be taken to prevent fluids from salvaged vehicles from leaking onto the ground. Supplies or equipment capable of mitigating leaks from fuel tanks, crankcases, brake systems and transmissions shall be kept available on site. Single-use plugs, diking and absorbent materials shall be disposed of as hazardous waste and removed from the site in a manner in accordance with federal, state and local requirements.

**320.3.10 Fuel tanks.** Fuel tanks of salvaged vehicles shall be emptied of all flammable (gasoline, diesel) fuels in an approved manner and stored in approved tanks.

**320.3.10.1 Repair of vehicle fuel tanks.** The repair of fuel tanks, including cutting, welding or drilling of any kind, is prohibited.

**320.3.11 Lead acid batteries.** Lead acid batteries shall be removed from all salvaged vehicles and stored in an approved manner in a location approved by the fire code official.

#### **Chapter 4. Emergency Planning and Preparedness.**

Section 401.5 is amended by adding a new subsection 401.5.1 to read:

**401.5.1 Nuisance Fire Alarm fee.** A fee may be charged for false and/or nuisance fire alarms in accordance with a fee schedule adopted by the Board of Directors.

Section 403.2 is amended to read:

**403.2 Public Safety Plan.** In other than Group E occupancies, where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety.

#### **Chapter 5. Fire Service Features.**

Section 503.1 is amended to add subsection 503.1.4 to read:

**503.1.4 Access to Open Spaces.** When existing access to open land or space, or to fire trail systems maintained for public or private use, is obstructed by new development of any kind, the developer shall provide an alternate means of access into the area that is sufficient to allow access for fire personnel and apparatus. The alternate means of access must be approved by the fire code official.

Section 503.2.1 is amended by adding the following exception:

**Exception:** A minimum 16 foot wide driveway is acceptable for access to one or two single-family dwellings.

Section 505 is amended by adding Section 505.3, to read:

**505.3 Street names and addressing.** Street names and addressing shall be submitted for review and approval to the fire code official, whose approval will not be unreasonably withheld. The purpose of the review is to verify that new street names and addressing will not duplicate existing street names and addressing.

Section 507.2 is amended by adding subsection 507.2.3, to read:

**507.2.3 Suburban and rural water supply storage.** Swimming pools and ponds shall not be considered water storage for the purposes of Section 507.1.

**Chapter 6. Building Services and Systems.**

Section 603.6 is amended by adding subsection 603.6.6, to read:

**603.6.6 Sparks from chimneys.** A chimney that is used with either a fireplace or heating appliances in which solid or liquid fuel is used shall be maintained with spark arresters that are required for incinerators pursuant to the California Mechanical Code.

**Chapter 8. Interior Finish, Decorative Materials and Furnishings.**

Section 806 is amended by adding subsections 806.1.4, 806.1.5 and 806.1.6, to read:

**806.1.4 Flame retardants.** Cut trees shall be treated by a California State Fire Marshal-licensed fire retardant applicator. Trees shall be properly treated with an approved flame retardant.

**806.1.5 Tags.** Trees shall bear a tag stating date of placement in the public building, type of flame-retardant treatment used, name of the person who applied the flame retardant, the name of the person affixing the tag, a permit expiration date and the name of the designated individual making daily tests.

**806.1.6 Daily tests.** Trees shall be tested daily by a designated individual. The test shall include a check for dryness and adequate watering.

**Chapter 9. Fire Protection Systems.**

Section 901.6.2.2 is added to read:

**901.6.2.2 Inspection Records.** Records of all inspections, testing and maintenance for all water based fire suppression systems shall be completed on the forms found in Annex B of NFPA 25, California Edition.

Section 902 is amended to add:

**Substantial Addition or Expansion.** Addition, expansion, remodel, or renovation of any structure where the addition of new fire area exceeds fifty percent of the existing fire area.

Section 903.2 is adopted in its entirety except as amended below:

**903.2.1.1 Group A-1.** An automatic sprinkler system shall be provided for Group A-1 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex.

**903.2.1.3 Group A-3.** An automatic sprinkler system shall be provided for Group A-3 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 10,000 square feet, contains more than one fire area containing exhibition and display rooms, and is separated into two or more buildings by fire walls of less than four hour fire resistance rating without openings.

**903.2.1.4 Group A-4.** An automatic sprinkler system shall be provided for Group A-4 occupancies where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

**903.2.1.6 Group B.** An automatic sprinkler system shall be provided for Group B occupancies where the fire area exceeds 5,000 square feet.

**903.2.3 Group E.** Except as provided for in Section 903.2.19 for a new public school campus an automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 5,000 square feet in area.
2. Throughout every portion of educational buildings below the lowest level of exit discharge serving that portion of the building.

**Exception:** An automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area where every classroom throughout the building has at least one exterior exit door at ground level.

3. In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.
4. Throughout any Group E structure greater than 10,000 square feet in area, which contains more than one fire area, and which is separated into two or more buildings by fire walls of less than four hour fire resistance rating without openings.

**903.2.4 Group F-1.** An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet.
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.

**903.2.7 Group M.** An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 5,000 square feet.
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group M occupancy is used for the display and sale of upholstered furniture.
5. The structure exceeds 10,000 square feet, contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating.

**903.2.8 Group R.** An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all Group R occupancies, *including manufactured and mobile homes, regardless of whether or not the manufactured or mobile home is located in a mobile home park.*

**903.2.8.2 Group R-3 Substantial Addition or Expansion.** An automatic sprinkler system shall be provided throughout all existing Group R-3 dwellings where a substantial addition or expansion occurs and the new total fire area of the structure exceeds 3,600 square feet.

**903.2.9 Group S-1.** An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet.
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.

**903.2.9.1 Repair garages.** An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406 of the California Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet.
3. Buildings with repair garages servicing vehicles parked in basements.

**903.2.10 Group S-2 enclosed parking garages.** An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.4 of the California Building Code as follows:

1. Where the fire area of the enclosed parking garage exceeds 5,000 square feet; or
2. Where the enclosed parking garage is located beneath other occupancy groups.

Section 903.3.1.1.2 is added to read:

**903.3.1.1.2 Undeclared Use.** In buildings of undeclared use with floor to structure height greater than 14 feet (356 mm), the fire sprinkler system shall be designed to conform to Extra Hazard Group I design density. In buildings of undeclared use with floor to structure height less than 14 feet (356 mm), the fire sprinkler system shall be designed to conform to Ordinary Group II design density. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the owner and/or the occupant to upgrade the system.

Section 903.3.5 is amended to add subsection 903.3.5.3 to read:

**903.3.5.3 Non-permissible water supply storage.** Swimming pools and ponds shall not be considered water storage for the purposes of Section 903.3.5.

Section 903.3.8 is amended to read:

**903.3.8. Floor control valves.** Individual floor control valves and waterflow detection assemblies shall be provided for each floor in multi-floor buildings at an approved location.

Exception: Group R-3 and R-3.1 Occupancies

Section 903.4.2 is amended to read:

**903.4.2 Alarms.** One approved audible and visual device shall be connected to every automatic sprinkler system at an approved location. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Audible and visual alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Section 903.6 is amended by adding subsections 903.6.1 and 903.6.2 to read:

**903.6.1 Substantial Addition or Expansion.** An automatic sprinkler system shall be provided throughout all existing buildings where a substantial addition or expansion occurs *and* the total fire area of the structure exceeds 5,000 square feet. Group R-3 substantial additions or expansions shall comply with Section 903.2.8.2.

**903.6.2 Change of occupancy classification.** Any existing building that undergoes a change of occupancy classification into a higher hazard category shall comply with the requirements of Section 903.2. Relative hazard categories of occupancy groups shall be established based upon the Heights and Areas Hazard Categories of Table 1012.4 of the 2012 edition of the International Existing Building Code, as published by the International Code Council. The requirements of Section 903.2 shall not be required when a change of occupancy classification is made to an equal or lesser hazard category. Group L occupancies shall be considered a relative hazard of 1 (highest hazard). R-3.x occupancies shall be considered a relative hazard of 4 (lowest hazard).

Section 907.4.4 is added to read:

**907.4.4 Monitoring of other fire systems.** In buildings equipped with a fire alarm system or sprinkler alarm and supervisory service (SASS) system, where other fire suppression or extinguishing systems are installed in the building (including but not limited to commercial kitchen suppression systems, pre-action fire suppression systems, dry chemical systems, and clean agent systems), these other suppression systems shall be monitored by the SASS dedicated function fire alarm system and transmitted as a specific signal to the Central Station. The system shall be monitored in compliance with Section 907.6.5.

Section 907.5.2.3.1 is amended to read:

**907.5.2.3.1 Public and common areas.** Visible alarm notification appliances shall be provided in public use areas and common use areas, including but not limited to:

1. Sanitary facilities including restrooms, bathrooms, shower rooms and locker rooms.
2. Corridors, hallways, aisles with shelving and/or fixtures obstructing the required light intensity for that area.
3. Music practice rooms.
4. Band rooms.
5. Gymnasiums.
6. Multipurpose rooms.
7. Occupational shops.
8. Occupied rooms where ambient noise impairs hearing of the fire alarm.
9. Lobbies.
10. Meeting/Conference rooms.
11. Classrooms.
12. Medical exam rooms.
13. Open office areas.
14. Sales floor areas.
15. Break or lunch rooms.
16. Copy or work rooms.
17. Computer server rooms exceeding 200 sq. ft.
18. File or Storage rooms exceeding 200 sq. ft.

Section 907.6.5 is amended to read:

**907.6.5 Monitoring of fire alarm systems.** A fire alarm system required by this chapter, or by the California Building Code, shall be monitored by a UL-listed central station service in accordance with NFPA 72 and this code.

**Exception:** Monitoring by a UL listed central station is not required for:

1. Single and multiple station smoke alarms required by section 907.2.11
2. Group I-3 occupancies shall be monitored in accordance with section 907.2.6.3.4
3. Residential Day Care Facilities (occupancy load of 14 or less)
4. One and two family dwellings
5. Residential Care Facilities licensed by the state with an occupant load of 6 or less.
6. Occupancies with a local fire alarm system that will give an audible and visible signal at a constantly attended location, as approved by the Fire Code Official.

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Section 907.8.6 is added to read:

**907.8.6 Certification.** New fire alarm systems shall be UL-Certified. A Certificate of Completion and other documentation as listed in NFPA 72 shall be provided for all new fire alarm system installations. It is the responsibility of the building owner or owner's representative to obtain and maintain a current and valid Certificate.

Section 907.8.7 is added to read:

**907.8.7 Posting of Certificate.** The UL Certificate shall be posted in a durable transparent cover within 3 feet of the fire alarm control panel within 45 days of the final acceptance test/inspection.

#### **Chapter 10. Means of Egress.**

Section 1027.5 is amended by adding a new subsection 1027.5.1, to read:

**1027.5.1 Exit discharge surface.** Exterior exit pathway surfaces shall be suitable for pedestrian use in inclement weather, and shall terminate at a public way as defined in the California Building Code.

#### **Chapter 33. Fire Safety During Construction and Demolition.**

Section 3301.3 is added to read:

**3301.3 Permits.** Permits shall be obtained for asbestos removal operations, temporary fire department access roads for construction, and temporary water supplies as set forth in sections 105.6 and 105.7.

Section 3318 is added to read:

#### **Section 3318 Asbestos removal.**

**3318.1 General.** Operations involving removal of asbestos or asbestos-containing materials from buildings shall be in accordance with Section 3318.

**Exception:** Section 3318 does not apply to the removal of asbestos from:

1. Pumps, valves, gaskets and similar equipment.
2. Pipes, ducts, girders or beams that have a length less than 21 linear feet (6400 mm).
3. Wall or ceiling panels that have an area of less than 10 square feet (0.93 m<sup>2</sup>) or a dimension of less than 10 linear feet (3048 mm).
4. Floor tiles when their removal can be completed in less than four hours.
5. Group R-3 occupancies.

**3318.2 Notification.** The fire code official shall be notified 24 hours prior to the commencement and closure of asbestos-removal operations. The permit applicant shall notify the building official when asbestos abatement involves the removal of materials that were used as a feature of the building's fire resistance.

**3318.3 Plastic Film.** Plastic film that is installed on building elements shall be flame resistant as required for combustible decorative material, in accordance with Section 807.

**3318.4 Signs.** Approved signs shall be posted at the entrance, exit and exit-access doors, decontamination areas and waste disposal areas for asbestos-removal operations. The signs shall state that asbestos is being removed from the area, that asbestos is a suspected carcinogen, and that proper respiratory protection is required. Signs shall have a reflective surface. Lettering shall be a minimum of 2 inches (51 mm) high.

**Chapter 50. Hazardous Materials – General Provisions.**

Section 5001.5 is amended by adding subsection 5001.5.3 to read:

**5001.5.3 Emergency response support information.** Floor plans, material safety data sheets, Hazardous Materials Management Plans (HMMP), Hazardous Material Inventory Statements (HMIS), and other information must be stored at a readily accessible location, as determined by the fire code official. This location may be in cabinets located outside of facilities or buildings. Information may be required to be maintained in a specific electronic media format to facilitate computer aided dispatching.

Section 5003.9.1 is amended by adding subsection 5003.9.1.2 to read:

**5003.9.1.2 Documentation.** Evidence of compliance with provisions of this chapter as well as with state and federal hazardous material regulations shall be maintained on site and available for inspection by fire department personnel.

**Chapter 56 Explosives and Fireworks.**

Section 5601 is amended to add Sections 5601.2, 5601.3, 5601.4 and 5601.5, to read:

**5601.2 Fireworks.** The possession, manufacture, storage, sale, handling and use of fireworks are prohibited. The possession, manufacture, storage, sale, handling and use of fireworks or pyrotechnic materials within the jurisdiction of the District are prohibited.

**Exceptions:**

1. Fireworks may be temporarily stored only if they are aerial or theatrical piece fireworks stored in conjunction with an approved and permitted aerial or set display.
2. Snap Caps and Party Poppers classified by the State Fire Marshal as pyrotechnic devices.

**5601.2.1 Prohibited and Limited Acts.** The storage of explosive materials is prohibited in any central business district and in all zoning districts except districts zoned for industrial or agricultural uses. In districts where the storage of explosive materials is permitted, the quantities of explosives and distances shall be in accordance with International Fire Code Sections 3301.8.1 and 3301.8.1.1.

**5601.3 Rocketry.** The storage, handling and use of model and high-power rockets shall comply with the requirements of the California Code of Regulations, Title 19, Chapter 6, Article 17 and, when applicable, NFPA 1122, NFPA 1125, and NFPA 1127.

**5601.3.1 Ammonium nitrate.** The storage and handling of ammonium nitrate shall comply with the requirements of Chapter 63 and NFPA 490.

**Exception:** The storage of ammonium nitrate in magazines with blasting agents shall comply with the requirements of NFPA 495.

**5601.4 Residential uses.** No person shall keep or store, nor shall any permit be issued to keep or store, any explosives, fireworks or pyrotechnic material at any place of habitation, or within 100 feet (30 480mm) thereof.

**Exception:** Storage of smokeless propellant, black powder, and small arms primers for personal use and not for resale in accordance with Section 5601.

**5601.5 Sale and retail display.** The possession, manufacture, storage, sale, handling and use of fireworks or pyrotechnic materials is prohibited.

**Exception:** Snap Caps and Party Poppers classified by the State Fire Marshal as pyrotechnic devices.

Section 5608 is amended by adding Sections 5608.2 and 5608.3 to read:

**5608.2 Permit required.** A permit is required to conduct an aerial display in accordance with California Code of Regulations, Title 19, Chapter 6. (See Chapter 1, Section 105.6.52.)

**Exception:** Snap Caps and Party Poppers classified by the State Fire Marshal as pyrotechnic devices.

**5608.3 Financial responsibility.** Before a permit is issued pursuant to Section 5608.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of \$1,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

## **Chapter 57. Flammable and Combustible Liquids.**

Section 5704.2.9.6.1 is amended to read:

**5704.2.9.6.1 Locations where above-ground tanks are prohibited.** The storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural uses.

**Exception:** Protected above-ground tanks for the purpose of emergency power generator installations in areas zoned commercial, industrial, agricultural, central business district, rural or rural residential, and for facilities on an individual basis consistent with the intent of this provision. Tank size shall not exceed 500 gallons (1892.706 L) for Class I or II liquids, or 1,000 gallons (3785.412 L) for Class III liquids.

Section 5706.2.4.4 is amended to read:

**5706.2.4.4 Locations where above-ground tanks are prohibited.** Storage of Class I and II liquids in above-ground tanks is prohibited in all zoning districts except district zoned for commercial, industrial, or agricultural use.

**Chapter 58. Flammable Gases and Flammable Cryogenic Fluids.**

Section 5806.2 is amended to read:

**5806.2 Limitation.** The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited in any area which is zoned for other than industrial use.

Exception: Liquid hydrogen fuel systems in compliance with section 5806.3 or 5806.4.

**Chapter 61. Liquefied Petroleum Gases.**

Section 6103.2.1.7 is amended in its entirety to read:

**6103.2.1.7 Use for food preparation.** Individual portable L-P containers used, stored, or handled inside a building classified as a Group A or Group B occupancy for the purposes of cooking, food display, or a similar use, shall be limited in size to one quart capacity and shall be of an approved type. The number of portable containers permitted will be at the discretion of the fire code official. LP-gas appliances used for food preparation shall be listed for such use in accordance with the International Fuel Gas Code, the International Mechanical Code, and NFPA 58.

Section 6104.2 is amended to read:

**6104.2 Maximum capacity within established limits.** The storage of liquefied petroleum gas is prohibited in any central business district and in all zoning districts except districts zoned for commercial, industrial, rural, or agricultural uses. The aggregate capacity of any one installation used for the storage of liquefied petroleum gas shall not exceed a water capacity of 2,000 gallons (7570 L).

ORDINANCE CONTINUES ON NEXT PAGE

## **Chapter 80. Referenced Standards**

Chapter 80 is amended as follows:

The following referenced standard is added:

NFPA 850 (2010) Recommended Practice for Fire Protection for Electric Generating Plants and High Voltage Direct Current Converter Stations.

The following standard is added and includes the following amendment:

NFPA 13D (2013) Installation of Sprinkler Systems in One- and Two-family Dwellings and Manufactured Homes.

8.6.5.1 When fuel fired equipment is present, at least one quick response intermediate temperature sprinkler shall be installed above the equipment. *All sprinkler piping installed in attics rising above the insulation shall be limited to ferrous or copper piping.*

## **Appendix B. Fire-Flow Requirements for Buildings.**

Section B105.2, exception 1, is amended to read:

**Exception 1:** A reduction in required fire-flow of 50 percent, as approved by the fire code official, when the building is provided with an approved automatic sprinkler system and installed in accordance with Section 903.3.1.1. The resulting fire-flow shall be not less than 1,500 gallons per minute (5678 L/min) for the prescribed duration as specified in Table B105.1.

## **Appendix C. Fire Hydrant Locations and Distribution.**

Table C105.1 footnote f and g are added to read:

- f. A fire hydrant shall be provided within 250 feet of a fire trail access point off a public or private street.
- g. For infill projects within existing single-family residential developments, Section 507.5.1 applies.

ORDINANCE CONTINUES ON NEXT PAGE

**Appendix D. Fire Apparatus Access Roads**

Section D102.1 is amended to read:

**D102.1 Access and loading.** Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other approved *all-weather driving surface* capable of supporting the imposed load of fire apparatus weighing at least 74,000 pounds (33,566 kg) in accordance with CalTrans Design Standard HS-20-44.

**Exception:** *Driveways* serving one or two single-family *dwelling*s may be constructed of an alternate surface material, providing the imposed weight load design minimums are met and the grade does not exceed 10 percent.

Section D103.1 is deleted in its entirety.

Section D103.2 is deleted in its entirety and replaced by the following, to read:

**D103.2 Grade.** Fire department access roadways having a grade of between 16 percent and 20 percent shall be designed to have a finished surface of grooved concrete sufficient to hold a 44,000 pound (19 958 kg) traction load. The grooves in the concrete surface shall be ½ inch (13 mm) wide by ½ inch (13 mm) deep and 1 ½ inch (38 mm) on center and set at a 30 to 45 degree angle across the width of the roadway surface. No grade shall exceed 20 percent, nor shall the cross slope exceed 8%, unless authorized in writing by the fire code official.

Section D103.2.1 is added to read:

**D103.2.1 Angles of approach and departure.** The angles of approach and departure for any means of access shall not exceed 10 percent at 10 feet of the grade break.

Section D103.3 is deleted in its entirety and replaced by the following, to read:

**D103.3 Turning radius.** Based on a minimum unobstructed width of 20 feet, a fire apparatus access roadway shall be capable of providing a minimum standard turning radius of 25 feet (7620 mm) inside and 45 feet (13 716 mm) outside.

ORDINANCE CONTINUES ON NEXT PAGE

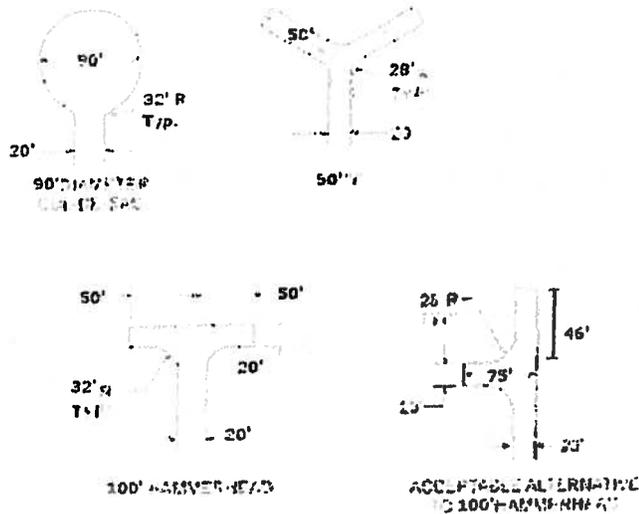
Table D103.4 is amended to read:

**Table D103.4**  
**REQUIREMENTS FOR DEAD-END FIRE**  
**APPARATUS ACCESS ROADS**

LENGTH (foot)	MINIMUM WIDTH (foot)	TURNAROUNDS REQUIRED
0 – 150	20 <sup>a</sup>	None required
151 – 750	20 <sup>a</sup>	100-foot Hammerhead, 50-foot "Y", 75-foot Shunt or 90-foot-diameter cul-de-sac in accordance with figure D103.1
Over 750		Special approval required <sup>b</sup>

- a. A driveway with a minimum width of 16 feet is acceptable for access to no more than two single-family dwellings.
- b. Any fire apparatus access roadway or driveway that is approved to be less than 20 feet wide and to exceed 750 feet in length shall have outlets or turnouts every 300 feet along the length of the road or driveway, or at locations approved by the fire code official. Each outlet or turnout shall be of the following dimensions: an 8 foot wide turnout that extends at least 40 feet in length.

Figure D103.1 is amended to read:



**Figure D103.1**  
**Dead-end Fire Apparatus Access Road Turnaround**

Section D103.5 is amended by amending criteria 1 and adding criteria 10, to read:

1. The minimum clear width shall be 20 feet (6096 mm)

Exception: For access to one or two single-family dwellings, 16 feet clear width is acceptable.

10. All gates shall be installed and located a minimum of 30 feet off the street.

Section D103.6.1 is amended to read:

**D103.6.1 Roads less than 28 feet in width.** Fire apparatus access roads less than 28 feet wide shall be posted on both sides as a *fire lane*.

Section D103.6.2 is amended to read:

**D103.6.2 Roads 28 feet in width or greater, but less than 36 feet in width.** Fire apparatus access roads 28 feet wide or greater, but less than 36 feet wide, shall be posted on one side of the road as a *fire lane*.

Section D106.1 is amended to delete the exception and read:

**D106.1 Projects having more than 100 dwelling units.** Multiple-family residential projects having more than 100 *dwelling units* shall be provided with two separate and *approved* fire apparatus access roads and shall meet the requirements of Section D104.3.

Section D106.2 is deleted in its entirety.

### SECTION 3. REPEAL OF FIRE CODE.

Ordinance No. 2010-15, adopting the 2010 California Fire Code with amendments, is hereby repealed.

### SECTION 4. REFERENCES TO PRIOR CODE

Unless superseded and expressly repealed by this ordinance, references in Fire District forms, documents, and regulations to the chapters and sections of the 2010 Fire Code of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District shall be construed to refer to the corresponding chapters and sections of the 2013 Fire Code of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District.

### SECTION 5. VALIDITY.

The Contra Costa County Board of Supervisors declares that if any section, paragraph, sentence or word of this ordinance or of the 2013 California Fire Code as adopted and amended herein is declared for any reason to be invalid, it is the intent of the Contra Costa County Board of Supervisors that it would have passed all other portions or provisions of this ordinance independent of the elimination here from any portion or provision as may be declared invalid.

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SECTION 6. MORE RESTRICTIVE REQUIREMENTS.

If requirements more restrictive than those in this fire code are adopted by the city of Antioch, Clayton, Concord, Lafayette, Martinez, Pittsburg, Pleasant Hill, San Pablo, or Walnut Creek, or the County of Contra Costa, those requirements will apply only within the jurisdiction adopting those requirements.

SECTION 7. EFFECTIVE DATE.

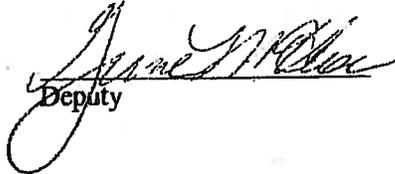
This ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once in the Contra Costa Times, a newspaper published in this County. This ordinance shall be published in a manner satisfying the requirements of Government Code section 25124, with the names of supervisors voting for and against it.

Passed on October 22 2013, by the following vote:

AYES: Groiz, Andersen, Piepho, Mitchell, Glover  
NOES: None  
ABSENT: None  
ABSTAIN: None

ATTEST: David Twa,  
Clerk of the Board of Supervisors  
and County Administrator

  
Board Chair

By:   
Deputy

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