

**REPORT TO MAYOR AND CITY COUNCIL****TO THE HONORABLE MAYOR AND CITY COUNCIL:**

DATE: May 27, 2014

SUBJECT: APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH FRANCISCO & ASSOCIATES FOR \$79,000 FOR PROFESSIONAL SERVICES RELATED TO ASSESSMENTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

Report in Brief

The proposed Agreement for Professional Services will authorize Francisco & Associates to act as Assessment Engineer for the City's four Landscaping and Lighting Assessment Districts and provide assistance with the calculation of the sewer levy. As the Assessment Engineer, Francisco & Associates prepares the Engineer's reports required for each assessment district. The Agreement for Professional Services will be paid for by Assessment District Funds.

Staff recommends that the City Council approve a Professional Services Agreement in the amount of \$79,000 for professional services related to assessment engineering with Francisco & Associates and authorize the City Manager to execute the agreement.

Background

The City of Concord administers four landscape and lighting assessment districts: Downtown Landscape Maintenance District; Pine Hollow Landscape Maintenance District; Landscaping and Lighting Maintenance District #3; and the Citywide Street Lighting Assessment District. Property owners in each district pay an assessment on their property tax bill for the maintenance of common area landscaping and/or lighting. Each year, the City Council levies the assessments and reconfirms the Districts by a series of Resolutions and Public Hearings. The process, which is set by the Landscaping and Lighting Act of 1972 (Streets and Highways Code) and Proposition 218 includes the following steps:

1. Adopt a Resolution ordering the preparation of the Engineer's Report.
2. Adopt a Resolution accepting the Engineer's Report and a Resolution of Intention to Order Improvements and setting the matter for Public Hearing.
3. Conduct a public hearing, prior to adopting a Resolution Confirming the District and levying the assessments for next FY.

**APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH FRANCISCO & ASSOCIATES
FOR PROFESSIONAL SERVICES RELATED TO ASSESSMENT ENGINEERING;
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

MAY 27, 2014

Page 2

The purpose of the Engineer's Report required by the Landscape and Lighting Act of 1972 is to provide a public document that delineates the improvements expected to be installed or maintained by the assessment district, describe the methods used by the engineer creating the report to determine the level of benefit of each parcel in the district, and provide proposed assessment amounts for each parcel.

The purpose of the Professional Services Agreement process is to simplify and accelerate the professional services delivery for small- to medium-sized contracts. This process accelerates the project schedule and reduces the workload on staff that would be created if each individual small contract had to go before the City Council for approval.

Discussion

Francisco & Associates have successfully performed assessment engineering services for the City over the past thirteen years. These services are unique and specialized. The firm's principal staff members have over thirty-five years of public finance and municipal engineering experience with extensive Proposition 218 experience. Francisco & Associates have provided assessment district engineering services for over fifty cities statewide and several cities in Contra Costa County. Concord's Municipal Code (CMC) Chapter 3.10, provides that Professional Services Agreements do not need to be competitively bid.

In addition to previously providing Concord assessment engineering services, the firm also provided support services for two successful Proposition 218 votes to increase the annual landscaping assessments for both the Ygnacio Woods Benefit Zone within Landscaping and Lighting Maintenance District #3 in FY 2005/06, and the Downtown Landscape Maintenance District for FY 2007/08. The firm has many years of past experience and specific familiarity with Concord's Landscape & Lighting Districts, has provided preparation and mailing services required by Proposition 218 for Concord's sewer service rate increases since FY 2001/02, and assisted in helping to produce the recent sewer rate calculations for FY 2012/13 and FY 2013/14. Francisco & Associates has the necessary qualifications, certifications and experience to provide invaluable assistance for these upcoming projects. For these reasons, staff recommends Francisco & Associates for the proposed agreement.

The City Council's approval of the Professional Services Agreement authorizes staff to assign those projects to Francisco & Associates under the Agreement as further defined in Attachment 2. Francisco & Associates have maintained their original price for assessment services for Landscape and Lighting District for the last ten years without a CPI adjustment. They have also provided comparable proposals for the sewer service rate work. The Professional Services Agreement contract will be executed after approval by the City Council.

The City Attorney's Office has reviewed the proposed Professional Services Agreement.

Fiscal Impact

Funding for the assessment district contracts is included in the operational budgets for both the Landscape and Lighting Districts and the sewer enterprise funds. No additional funds are requested for this action.

**APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH FRANCISCO & ASSOCIATES
FOR PROFESSIONAL SERVICES RELATED TO ASSESSMENT ENGINEERING;
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

MAY 27, 2014

Page 3

Public Contact

The City Council Agenda was posted.

Recommendation for Action

Staff recommends that the City Council approve a Professional Services Agreement with Francisco & Associates in the amount of \$79,000 for professional services related to assessment engineering and authorize the City Manager to execute the agreement.

Prepared by: David Boatwright
Senior Administrative Analyst
david.boatwright@cityofconcord.org



Valerie J. Barone
City Manager
valerie.barone@ci.concord.ca.us

Reviewed by: Justin Ezell
Director of Public Works
Justin.ezell@cityofconcord.org

Attachment 1 – Professional Services Agreement with Francisco & Associates

Attachment 2 – Francisco & Associate proposals

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AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on _____ between the City of Concord
 2 ("CITY") and Francisco & Associates, 130 Market St, San Ramon, CA 94583 ("CONSULTANT").

3 THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings
 4 and intentions:

5 The CITY desires to contract with CONSULTANT to provide the professional services
 6 described in Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

7 On May 27, 2014, the City Council granted authority for the City Manager to enter into an
 8 Agreement with CONSULTANT.

9 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the
 10 parties herein contained, the parties hereto agree as follows:

11 1. **TERM.** This Agreement shall commence on July 1, 2014 and expire on June 30,
 12 2015.

13 A. **Extension of Term.** Upon mutual written agreement by the parties, the term of this
 14 Agreement may be extended for 1 additional period(s) of 1 year commencing upon the expiration of
 15 the initial or extended term, subject to the same terms and conditions of this Agreement.
 16 CONSULTANT shall give written notice of its request for extension of the term of the Agreement to
 17 the City's Authorized Representative, as identified in Section 4 below, at least thirty (30) days prior to
 18 expiration of the initial or extended term.

19 The extension(s) of the term of this Agreement shall be subject to a review of
 20 CONSULTANT'S performance in accordance with the terms and conditions of this Agreement and
 21 shall be subject to City approval. Such extension of time shall be in writing by a duly executed
 22 Amendment to this Agreement.

23 2. **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
 24 the CITY's Authorized Representative, CONSULTANT shall perform the services described in detail
 25 in Exhibit A, Scope of Services. CITY retains all rights of approval and discretion with respect to the
 26 projects and undertakings contemplated by this Agreement.

27 3. **PAYMENT.** The compensation to be paid to CONSULTANT including payment for
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1 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit
2 A. However, shall in no event shall the amount CITY pays CONSULTANT exceed Seventy Nine
3 Thousand dollars (\$79,000) for the term of this Agreement. Any Amendment to this Agreement that
4 includes an increase to this compensation amount shall be made in accordance with Section 5 below.

5 CONSULTANT may submit monthly statements for services rendered; all statements shall
6 include adequate documentation demonstrating work performed during the billing period. It is
7 intended that CITY review such statement and pay CONSULTANT for services rendered within 30
8 days of receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall
9 not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the
10 time of payment.

11 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
12 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered
13 by CONSULTANT under this Agreement except where approval for the CITY is specifically required
14 by the City Council. The CITY's authorized representative is Justin Ezell, Public Works Director of
15 the Public Works Department. The CONSULTANT's authorized representative is Joe Francisco,
16 Principal.

17 **5. AMENDMENT TO AGREEMENT.** This Agreement may be amended in writing,
18 subject to approval by both parties. If additional services are requested by CITY other than as
19 described in the above Scope of Services, this Agreement may be amended, modified, or changed by
20 the parties subject to mutual consent and in accordance with the CITY's Municipal Code by execution
21 of an Amendment by authorized representatives of both parties setting forth the additional scope of
22 services to be performed, the performance time schedule, and the compensation for such services.

23 **A. Amendment for Additional Compensation.** CITY's Authorized
24 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including
25 amendments providing for additional compensation to CONSULTANT not to exceed \$50,000 during
26 the fiscal year, including the base contract amount, throughout the term of this Agreement. Any
27 additional compensation to CONSULTANT that is \$50,000 or more for the fiscal year, including the
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1 base contract amount, must be approved by City Council.

2 Consultant's failure to secure CITY's written authorization for additional compensation or
3 changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price
4 or time due, whether by way of compensation, restitution, quantum meruit, or similar relief.

5 **6. INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that
6 CONSULTANT, its agents, employers and subcontractors are and shall at all times remain as to the
7 CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall
8 have any control over the manner by which the CONSULTANT performs this Agreement and shall
9 only dictate the results of the performance. CONSULTANT shall not represent that CONSULTANT
10 or its agents, employees or subcontractors are agents or employees of the CITY, and CONSULTANT
11 shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as
12 an agent, and shall have no authority, express or implied, to bind the CITY to any obligation
13 whatsoever, unless otherwise provided in this Agreement.

14 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the
15 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be
16 employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of
17 the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work
18 normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work
19 performed during non-standard business hours, such as in the evenings or on weekends.
20 CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized
21 holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the
22 form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay
23 all taxes, assessments and premiums under the federal Social Security Act, any applicable
24 unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use
25 taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by
26 reason of or in connection with the services to be performed by CONSULTANT.

27 **7. STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to
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1 CITY that CONSULTANT is skilled and able to provide such services described in the Scope of
2 Work and that such services shall be performed in an expeditious manner, and with the degree of skill
3 and care that is required by current, good, and sound procedures and practices. CONSULTANT
4 further agrees that the services shall be in conformance with generally accepted professional standards
5 prevailing at the time work is performed.

6 **8. PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other
7 consultants, subconsultants, experts, or contractors without the prior written approval of the CITY.
8 Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any
9 party other than the CONSULTANT. CONSULTANT hereby designates the CONSULTANT'S
10 representative as the person primarily responsible for the day-to-day performance of
11 CONSULTANT'S work under this Agreement. CONSULTANT shall not change the
12 CONSULTANT'S representative without the prior written consent of the CITY. Unless otherwise
13 expressly agreed by the CITY, CONSULTANT'S representative shall remain responsible for the
14 quality and timeliness of performance of the services, notwithstanding any permitted or approved
15 delegation hereunder.

16 **9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** All documents
17 furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT'S
18 services in respect to this project. They are not intended nor are represented to be suitable for reuse by
19 others except CITY on extensions of this project or on any other project. Any reuse without specific
20 written verification and adoption by CONSULTANT for the specific purposes intended will be at
21 user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including
22 attorney's fees arising out of such unauthorized reuse.

23 CONSULTANT'S records, documents, calculations, and all other instruments of service
24 pertaining to actual project shall be given to CITY at the completion of the project. The CITY
25 reserves the right to specify the file format that electronic document deliverables are presented to the
26 CITY.

27 **10. INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify and hold
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1 harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and
2 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and
3 other litigation expenses) arising out of the CONSULTANT's performance under the terms of this
4 Agreement. This indemnification obligation on CONSULTANT'S part shall not apply to demands,
5 actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on
6 the part of CITY.

7 **11. INSURANCE.** CONSULTANT shall, at its own expense, procure and maintain in
8 full force at all times during the term of this Agreement the following insurance:

9 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain
10 commercial general liability insurance with limits of no less than one million dollars (\$1,000,000)
11 combined single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily
12 injury, personal injury, and property damage.

13 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile
14 liability insurance covering all vehicles used in the performance of this Agreement providing a one
15 million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury,
16 and property damage.

17 **C. Professional Liability Coverage (Errors and Omissions).** CONSULTANT
18 shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions
19 committed by CONSULTANT, its agents and employees in the performance of this Agreement. The
20 amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made
21 annual aggregate basis or a combined single limit per occurrence basis.

22 **D. Compliance with State Workers' Compensation Requirements.**
23 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation
24 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all
25 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being
26 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall
27 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and
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1 volunteers for losses arising from work performed by CONSULTANT for CITY. This provision
2 shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.

3 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to
4 contain the following provisions:

5 (1) **Additional Insured.** CITY, its officers, agents, employees, and
6 volunteers are to be covered as an additional insured as respects: Liability arising out of activities
7 performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned,
8 occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope
9 or protection afforded to CITY, its officers, officials, employees, or volunteers.

10 Except for worker's compensation and professional liability insurance, the policies mentioned
11 in this subsection shall name CITY as an additional insured and provide for notice of cancellation to
12 CITY. CONSULTANT shall also provide timely and prompt notice to CITY if CONSULTANT
13 receives any notice of cancellation or nonrenewal from its insurer.

14 (2) **Primary Coverage.** CONSULTANT'S insurance coverage shall be
15 primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any
16 insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials,
17 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute
18 with it.

19 (3) **Reporting Provisions.** Any failure to comply with the reporting
20 provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials,
21 employees, or volunteers.

22 (4) **Verification of Coverage.** CONSULTANT shall furnish CITY with
23 certificates of insurance and the original endorsements effecting coverage required by this Agreement.
24 The certificates and endorsements for each insurance policy are to be signed by a person authorized by
25 that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an
26 insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and
27 shall be delivered to CITY at the time of the execution of this Agreement or before work commences.

1 Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the
2 right to require complete certified copies of all required insurance policies at any time.

3 **12. TIME OF PERFORMANCE.** The time of performance of the services under this
4 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services
5 shall be strictly construed.

6 **13. SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,
7 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
8 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
9 performed and reimbursable expenses incurred prior to the suspension date. During the period of
10 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
11 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

12 **14. TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)
13 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written
14 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT
15 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,
16 recorded, photographic, or visual materials, documents, data, and other deliverables ("Work
17 Materials") prepared for the CITY prior to the effective date of such termination, all of which shall
18 become CITY's sole property. After receipt of the Work Materials, CITY will pay CONSULTANT
19 for the services performed as of the effective date of the termination.

20 **15. COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,
21 CONSULTANT agrees as follows:

22 **A. Equal Employment Opportunity.** In connection with the execution of this
23 Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment
24 because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited
25 to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or
26 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and
27 selection for training including apprenticeship.

1 **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply
2 with all federal regulations relative to nondiscrimination in federally assisted programs.

3 **C. Solicitations for Subcontractors including Procurement of Materials and**
4 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by
5 CONSULTANT for work to be performed under a subcontract including procurement of materials or
6 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by
7 CONSULTANT of CONSULTANT'S obligation under this Agreement and the regulations relative to
8 nondiscrimination on the grounds of race, religion, color, sex, or national origin..

9 **16. CONFLICT OF INTEREST.**

10 A. CONSULTANT covenants and represents that neither it, nor any officer or
11 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in
12 any manner with the interests of CITY or which would in any way hinder CONSULTANT'S
13 performance of services under this Agreement. CONSULTANT further covenants that in the
14 performance of the Agreement, no person having any such interest shall be employed by it as an
15 officer, employee, agent or subcontractor without the express written consent of the CITY.
16 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of
17 interest, with the interests of the CITY in the performance of this Agreement.

18 B. CONSULTANT is not a designated employee within the meaning of the
19 Political Reform Act because CONSULTANT:

20 (1) Will conduct research and arrive at conclusions with respect to its rendition
21 of information, advice, recommendation or counsel independent of the control and direction of the
22 CITY or of any CITY official, other than normal contract monitoring; and

23 (2) Possesses no authority with respect to any CITY decision beyond the
24 rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

25 **17. COMPLIANCE WITH LAWS.** CONSULTANT shall comply with all applicable
26 Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable
27 licenses, including a business license with the City of Concord, and permits for the conduct of its
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1 business and the performance of the services.

2 **18. CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance
3 with the laws of the State of California, excluding any choice of law rules which may direct the
4 application of the laws of another jurisdiction. In the event that suit shall be brought by either party
5 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the
6 County of Contra Costa, California.

7 **19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or
8 condition contained in the Agreement, or any default in their performance of any obligations under the
9 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
10 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
11 constitute a continuing waiver of same.

12 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions
13 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by
14 a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment
15 in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The
16 illegality or invalidity of any of the provisions or portions of application of any of the provisions of
17 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of
18 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though
19 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the
20 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

21 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and
22 incorporated herein by reference. The Agreement contains the entire agreement and understanding
23 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
24 contemporaneous agreements, commitments, representation, writings, and discussions between
25 CONSULTANT and CITY, whether oral or written.

26 **22. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES; NO**
27 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,
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1 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT
2 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,
3 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach
4 of this provision shall be void. This Agreement is not intended and shall not be construed to create
5 any third party benefit. This Agreement is not intended and shall not be construed to create a joint
6 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall
7 not have any power to bind or commit the CITY to any decision.

8 **23. FINANCIAL RECORDS.** Records of CONSULTANT's direct labor costs, payroll
9 costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on
10 a generally recognized accounting basis and made available to CITY if and when required.

11 **24. NOTICES.** All notices required hereunder shall be in writing and mailed postage
12 prepaid by certified or registered mail, return receipt requested, or by personal delivery to the CITY's
13 address as shown below, or such other places as CITY or CONSULTANT may, from time to time,
14 respectively, designate in a written notice given to the other. Notice shall be deemed received three
15 (3) days after the date of the mailing thereof or upon personal delivery.

16
17 To CITY:

**Justin Ezell
City of Concord
1950 Parkside Drive, MS 45
Concord, CA 94519-2578
Phone: (925) 671-3448
Fax: (925) 680-1660**

18
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20
21 To CONSULTANT:

**Joe Francisco
Francisco & Associates
130 Market St.
San Ramon, CA 94583
Phone: (925)867-3400
Fax: (925)867-3415**

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23
24 **25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent
25 of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or
26 breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in
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1 interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

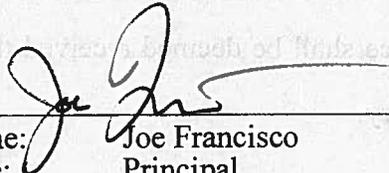
2 **26. EXECUTION.** Each individual or entity executing this Agreement on behalf of
3 CONSULTANT represents and warrants that he or she or it is duly authorized to execute and deliver
4 this Agreement on behalf of CONSULTANT and that such execution is binding upon
5 CONSULTANT.

6 This Agreement may be executed in several counterparts, each of which shall constitute one
7 and the same instrument and shall become binding upon the parties when at least one copy hereof
8 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary
9 to produce or account for more than one such counterpart.

10 **IN WITNESS WHEREOF,** the parties have executed this Agreement in one (1) or more
11 copies as of the date and year first written above.

12 **CONSULTANT**

12 **CITY OF CONCORD, a Municipal Corporation**

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14
15 By: 
16 Name: Joe Francisco
17 Title: Principal
18 Address: 130 Market St.
San Ramon, CA 94583
19 Telephone: (925)867-3400

15 By: _____
16 Name: Valerie J. Barone
17 Title: City Manager
18 Address: 1950 Parkside Drive
Concord, CA 94519
19 Telephone: (925) 671-3150

20 APPROVED AS TO FORM:

20 ATTEST:

21 _____
22 City Attorney

21 _____
22 City Clerk

23
24 **FINANCE DIRECTOR'S CERTIFICATION:**

25 Concord, California

26 Date: _____, 2014

1 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
2 DURING FISCAL YEAR FY 2014-2015 TO PAY THE ANTICIPATED
3 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

4 THE SUM OF \$79,000. Account Code: 200-5350-1Z01-63800-500 \$16,500.00
5 210-5720-1Z01-63800-500 6,500.00
6 211-5720-1Z01-63800-500 3,000.00
7 212-5720-1Z01-63800-500 2,634.00
8 213-5720-1Z01-63800-500 197.00
9 215-5720-1Z01-63800-500 135.00
10 214-5720-1Z01-63800-500 34.00
11 710-5210-1Z01-63800-500 50,000.00

12 _____
13 Finance Director's Signature

14 Exhibit A – Francisco & Associate Proposals for Work
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April 2, 2014

David Boatwright
Sr. Administrative Analyst
City of Concord
Public Works Department
1455 Gasoline Alley MS/45
Concord, CA 94520

Subject: Proposal for the Annual Administration of the City's Landscape & Lighting Assessment Districts for FY 2015-16

Dear David:

Please find enclosed our proposal to administer the City's Landscape & Lighting Assessment Districts for FY 2015-16. The proposed services and fees will be the same as last year and will include; attendance at project meetings, preparation of the Engineer's Report and assessment diagram, placement of the assessments on the Contra Costa County secured property tax roll and property owner assistance.

As always it has been a pleasure working with you and your staff and we look forward to assisting you again. If you have any questions about the Scope of Work, Project Schedule or Fee Schedule please give me a call at (925) 867-3400.

Sincerely,

FRANCISCO & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Joseph A. Francisco".

Joseph A. Francisco, P.E.
Principal

Enclosures

SCOPE OF WORK

PHASE I – DEVELOPMENT OF ASSESSMENT DISTRICT DATABASES

Francisco & Associates, Inc. will update the four (4) assessment district databases based upon the Contra Costa County's ensuing years closed secured property tax roll. This process will include, but is not limited to, identifying the parcel changes that have occurred from the previous fiscal year (e.g. land use changes, development status changes, property owner changes, etc.). These updated databases will also include any annexations and/or de-annexations of territory to the Districts.

Task 1 - Project Kickoff Meeting

Meet with City staff to review the scope of work, project schedule and any changes to the Districts from the previous year. Coordinate with City staff to determine if there have been any annexations or de-annexations to the Districts which may affect revenues. Identify if there have been any changes in the number and types of improvements that the City is maintaining in each District for the ensuing year. Discuss the preliminary project schedule and finalize pertinent milestone dates with City staff.

Task 2 - Collect Available Data

Collect available data from the County Assessor's office and from City staff that is pertinent to the annual administration of the Districts. The ensuing year's data will include the County's closed secured property tax roll, prior year's maintenance and operational budgets, listing of existing and proposed improvements, etc.

Task 3 – Database Analysis

Based upon the County's closed secured property tax roll, identify parcel changes that have occurred from the prior year. Summarize all changes and provide a copy to the City for their review and approval. Changes will include, but not be limited to retired parcel numbers, new parcel numbers, increases or decreases in assessment amounts due to parcel characteristic changes, etc.

Task 4 – Development of Assessment District Budgets

Assist with the establishment of expenditure and revenue estimates for each District for the ensuing fiscal year. These estimates will be based upon, but not limited to, maintenance contract costs, utility costs, capital improvement costs, incidental costs (engineering, legal, administration, etc.). Assist with calculating projected fiscal year ending fund balances for the ensuing fiscal year. Review calculations with City staff prior to the preparation of the Preliminary Engineer's Report.

Task 5 – Project Team Meetings/Assessment Analysis

Meet with City staff as necessary to address issues pertaining to costs, improvements, statute requirements and benefits received. Provide analysis of any increase and/or decrease in assessments, as well as contributions to be made from other funding sources. If requested, prepare mailing lists for property owner mailings, review mailed and published legal notices and establish dates for public meetings and public hearings.

Task 6 – Establish Computer Programs and Database

For each District develop the ensuing year's database which will have the required parcel attributes/characteristics needed to calculate the ensuing year's assessments. In addition the database will have property owner name, mailing information and situs address. The software that will be used will consist of Microsoft FoxPro which is an over the counter database software application. This software can easily convert the data into Microsoft Excel if the City desires.

PHASE II - PREPARATION OF THE ENGINEER'S REPORT

Francisco & Associates, Inc. will prepare the ensuing year's Engineer's Report, which will include; a description of improvements, plans and specifications, the ensuing year's maintenance budgets/costs for each assessment district, the benefit spread methodology, assessment district diagrams and a listing of individual assessments for the ensuing year. The specific tasks to complete the Engineer's Report are as follows:

Task 1- Update Assessment Diagrams

Update the Assessment Diagrams for each Assessment District. This includes all parcels that have either annexed or de-annexed into the assessment districts from prior year.

Task 2 - Draft Preliminary Engineer's Reports

Based upon the information received at the project kick-off meeting and other team meetings, prepare the Draft Preliminary Engineer's Reports for each Assessment District. The Draft Preliminary Engineer's Reports will include a description of improvements, plans and specifications, the ensuing year's maintenance budgets/costs for each District, the benefit spread methodology, assessment district diagrams and a listing of individual assessments for the ensuing year in accordance with all requirements of applicable laws.

Task 3 – Submit the Draft Preliminary Engineer's Reports to City staff

Submit and review the Draft Preliminary Engineer's Reports with City staff.

Task 4– Prepare Final Preliminary Engineer's Reports

Based upon the comments received from City staff on the Draft Preliminary Engineer's Reports, prepare the Final Preliminary Engineer's Reports and submit to City staff for Council approval.

Task 5 – Final Engineer's Reports

Based upon the comments received from the City staff and the City Council regarding the Preliminary Engineer's Reports prepare the Final Engineer's Reports for City staff review and approval.

PHASE III – PROPERTY OWNER AND CITY COUNCIL MEETINGS

If requested, Francisco & Associates, Inc. will attend the Property Owner and City Council meetings discussed below.

Task 1 – Property Owner Meeting

If requested, attend the property owner meetings to discuss the annual assessment process for each assessment district.

Task 2 – Adoption of the Resolution of Intentions and Approval of the Preliminary Engineer's Reports

If requested, attend the City Council Meeting regarding the adoption of the Resolution of Intentions and approval of the Preliminary Engineer's Reports.

Task 3 - Public Hearing – Approval of the Final Engineer's Reports

If requested, attend the Public Hearing regarding the approval of the Final Engineer's Reports and adoption of the Resolutions Authorizing the Levy of Assessments.

PHASE IV – PREPARATION OF AUDITOR’S REPORTS

It will be the responsibility of Francisco & Associates, Inc. to obtain the necessary property tax roll data in computer format from the County of Contra Costa prior to preparation of the Auditor’s Report. The tasks associated with submitting the levy of assessments to the County Auditor Controller in the required magnetic tape format, for each District is as follows.

Task 1 – Assessment Data Formats

Meet with City staff to determine the format the City would like to receive their ensuing year’s assessment data. Francisco & Associates, Inc. will deliver the data in a read easy electronic format accessible with non-proprietary software programs, or in hard copy format, whichever the City prefers. Whatever media the City would like the data in (e.g. CD, Cartridge, etc.), we would accommodate.

Task 2 – Auditor’s Reports

Prepare the annual Auditor's Reports using non-proprietary software programs to convert the assessment data into the County’s required electronic format. The Auditor’s Reports will include all database changes that were necessary as the result of parcel data changes from the County’s closed property tax roll. The updated data resulting from parcel changes will include, but not be limited to, new parcel numbers due to land divisions or consolidations, ownership information, mailing address, situs address, acreage, benefit units, assessment amounts, etc. Submit the final assessment roll to the County for inclusion on the ensuing year’s property tax bills. If there are any rejected parcels resulting from the first submittal, we will research them and resubmit the parcel data to the County to ensure that the City receives all of the revenue they are entitled to.

Task 3 - Filing of Engineer’s Reports, Assessment Diagrams and Resolution Authorizing the Levy of Assessments

In accordance with the County of Contra Costa’s annual submittal requirements, file the Engineer’s Reports, Assessment Diagrams and Resolutions Authorizing the Levy of Assessments with the appropriate County Auditor’s office.

Task 4 – Property Owner Inquiries/Mid-Year Assessment Modifications

If requested, research property owner inquiries throughout the year. If there are any parcels needing property tax bill adjustments we will submit the parcel data change to the County in their required format. The City will receive and review a draft copy of our submittal prior to sending it to the County. Provide a local telephone number for property owner inquiries.

Task 5 – Taxpayer Point of Contact

Provide a local telephone number for use by property owners or other interested citizens, which may be listed as the contact on the Property Tax Bill. Provide qualified staff during regular business hours to answer questions regarding the collection of the assessments. Maintain a written log of each telephone call detailing the property owner's name, parcel number, question asked and response. If the property owner question requires consultation with City staff coordinate with City staff quickly to make sure the question is resolved promptly.

Based upon discussions at the project kickoff meeting we will finalize the project schedule that is suitable to City staff. Once the City staff has established the ensuing year's budget we can prepare the Engineer's Report and start the annual levy process. We are required to submit the assessments to the County no later than August 10 of each year.

PRELIMINARY PROJECT SCHEDULE

| | |
|--|-----------|
| City Council – Adopts the Resolution of Initiation | March |
| <ul style="list-style-type: none">• Approve Contract with Francisco & Associates, Inc.• Orders preparation of the Engineer's Report | |
| Final Preliminary Engineer's Reports Complete | April |
| Council Materials Due for May Council Meeting | April |
| Council Meeting | April |
| <ul style="list-style-type: none">• Adopt Resolution of Intention• Approve Preliminary Engineer's Report | |
| Final Engineer's Reports Complete | May |
| Council Materials Due for June Council Meeting | May |
| Council Meeting | May |
| <ul style="list-style-type: none">• Approve Final Engineer's Report• Adopt Resolution Authorizing Levy of Assessments | |
| FAI Submits Assessments to the County | July |
| County Deadline for Assessment Submittal | August 10 |

FEE SCHEDULE

Francisco & Associates, Inc. proposes the following lump sum fees for each of the four (4) assessment districts. These fees do not include tasks associated with conducting a Proposition 218 balloting election should the City decide to increase assessments. If the City decides to increase assessments, Francisco & Associates, Inc. will prepare a supplemental proposal to cover the duplication, mailing and balloting services.

Reimbursable expenses such as mileage, County Assessor maps and data are included in the lump sum fees shown below.

| | |
|---|-------------------|
| Downtown Landscape Maintenance District | \$6,500 per year |
| Pine Hollow Landscape Maintenance District | \$3,000 per year |
| Landscape and Lighting Maintenance District No. 3 | \$3,000 per year |
| Citywide Street Lighting Assessment District | \$16,500 per year |

TERMS

Francisco & Associates, Inc. will invoice the City on a monthly basis for services performed during the previous month. The City will pay undisputed invoices within 30 days of receipt of invoice.

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February 7, 2014

David Boatwright
Sr. Administrative Analyst
City of Concord
1455 Gasoline Alley
Concord, CA 94520

Subject: Proposal for the Annual Administration of the City's Sewer Service Charges
for FY 2014-15

Dear David:

Please find enclosed our proposal to administer the City's Sewer Service Charges for FY 2014-15. The proposed services and fees will include; attendance at project meetings, coordination with CCWD to obtain water usage information, coordination with City staff to obtain listing of new properties receiving sewer service charges, placement of the sewer service charges on the Contra Costa County secured property tax roll, and review of manual bills.

If you have any questions about the scope of work or fee schedule please give me a call at (925) 867-3400.

Sincerely,

FRANCISCO & ASSOCIATES, INC.

Joseph A. Francisco, P.E.
Principal

Enclosures

SCOPE OF WORK

The following is a list of tasks that will be provided by Francisco & Associates, Inc. for levying the City's FY 2014-15 sewer service charge. The tasks described below will enable the City to collect the sewer service charges for single-family residential, condominium, multi-family and non-residential parcels on the FY2014-15 secured property tax roll.

- 1) Periodically meet with City staff and provide an update of the sewer service charge levy research and levy process. At the first meeting we will identify the types of reports City staff would like to receive in order to compare the FY 2013-14 sewer service charge levy to the FY 2014-15 sewer service charge levy. These reports could consist of, but are not limited to:
 - a) Listing of parcels that are charged a sewer service charge levy for the first time;
 - b) Listing of parcels that retired and their corresponding replacement parcels;
 - c) Listing of non-residential parcels that have their water usage differing from FY 2013-14;
 - d) Listing of non-residential parcels that have low water usage that default to the minimum sewer service charge;
 - e) Listing of parcels that have an added sewer service charge for common area pools and clubhouses;
 - f) Listing of parcels that have their sewer service charge default to the number of buildings located on the parcel;
 - g) Listing of new water accounts added in FY 2014-15;
 - h) Listing of all developed parcels not being charged a sewer service charge and the reason why;
 - i) Listing of water accounts not being used for sewer service charge calculations and the reason why; etc.
- 2) Coordinate with City staff and/or Contra Costa Water District to obtain an electronic copy of the District's database which includes water usage, service address, etc. for all non-residential parcels.
- 3) Meet with City staff to obtain a listing of new parcels that should be charged the sewer service charge for the ensuing year. These parcels generally consist of parcels that received a building permit to build a structure for residential, commercial, industrial, etc. use and subsequently had their final inspection completed by July 1, 2014.
- 4) Develop the FY 2014-15 sewer service charge database which will include all parcels located within the City of Concord, City of Clayton and the unincorporated doughnut hole within the City of Concord.

- 5) Incorporate all of the FY 2013-14 data from the City's existing FY 2013-14 sewer service charge database into the FY 2014-15 database so that comparisons can be made from FY 2013-14 to FY 2014-15.
- 6) Incorporate the updated CCWD water usage information into the FY 2014-15 sewer service charge database.
- 7) Obtain copies of all pretreatment documentation submitted to the City for restaurant parcels and adjust the sewer service charge rate to the commercial rate.
- 8) Calculate the FY 2014-15 sewer service charges for each single-family, condominium, multi-family and non-residential parcel. Single-family, condominium and multi-family parcels will be based upon flat rates per unit and non-residential parcels will be based upon water usage.
- 9) Review the County Assessor's database and compare it to the City's sewer service charge database for the ensuing year. Determine if there have been any parcel changes. Review all parcel changes and determine the new valid parcel numbers. If necessary, review the parcel changes with City staff and obtain their approval on how to reapply the sewer service charge to the newly created parcels.
- 10) Prepare the annual Auditor's Reports using non-proprietary software programs to convert the sewer service charge data into the County's required electronic format. The Auditor's Reports will include all database changes that were necessary as the result of parcel data changes from the County's closed property tax roll. The updated data resulting from parcel changes will include, but not be limited to, new parcel numbers due to land divisions or consolidations, ownership information, mailing address, situs address, sewer service charge amounts, etc. Submit the final sewer service charge roll to the County for inclusion on the ensuing year's property tax bills. If there are any rejected parcels resulting from the first submittal, we will research them and resubmit the parcel data to the County to ensure that the City receives all of the revenue they are entitled to.
- 11) Review manual bills for public agency parcels.
- 12) File the Resolution Authorizing the Levy of the Sewer Service Charge and the FY 2014-15 sewer service charge database in the required electronic format with the County Auditor's office.
- 13) Provide the City with the annual levy report in a read easy electronic format accessible with non-proprietary software programs, or in hard copy format, whichever the City prefers.

- 14) Provide a listing of mailing addresses for the City by June 1, 2014 so that the sewer service charge notices can be mailed 30 days prior to July 1, 2014.
- 15) If necessary prepare revised tax bill forms and send to the County Auditor throughout the year.

Additional Services

- 1) Develop a listing of parcel uses which should provide pre-treatment facilities (FOG parcels) and send them written notification that if they provide proof of pre-treatment facilities they will be charged a reduced sewer rate.
- 2) Send a letter to developed properties within the City of Clayton which are not being charged for sewer to provide verification they are on septic.
- 3) For the 20+/- parcels that receive a manual calculation each year review the calculation to make sure it still makes sense. (consumption charged proportionally for mixed use parcels)
- 4) Audit developed common area parcels that have a water meter and structure (HOA facilities, club house, swimming pool, etc.) to make sure the sewer charge is added to the single family homes within that particular development correctly.
- 5) Discuss the possibility of manually charging property owners when they develop their property after the County submittal deadline date of August 10. For example, if a property owner opens a restaurant on August 31, 2014 does the City want to manually charge the property owner for sewer service from August 31, 2014 through June 30, 2015?
- 6) Cross check accuracy of Accela sewer service charge database, including all parcel attributes.

PRELIMINARY PROJECT SCHEDULE

| | |
|--|-----------|
| Request CCWD water data | May 15 |
| City provides 1 st listing of all new parcels to be added to the sewer database | June 1 |
| Prepare Preliminary Sewer Service Charge Database | June 15 |
| City provides final listing of all new parcels to be added to the sewer database | July 1 |
| Prepare Final Sewer Service Charge Database | July 15 |
| FAI submits assessments to the County | July 30 |
| County deadline for assessment submittal | August 10 |

FEE SCHEDULE

This proposal will be billed on a time and materials basis in an amount not to exceed \$50,000. Invoicing will occur on a monthly basis at the hourly rates shown below.

Francisco & Associates, Inc.
Schedule of Hourly Rates

| | |
|--------------------------|-----------|
| Principal Engineer | \$150/hr. |
| Project Manager | \$150/hr. |
| Senior Financial Analyst | \$105/hr. |
| Financial Analyst | \$90/hr. |
| Word Processor | \$65/hr. |

Reimbursable expenses are included in the time and material fees shown above. Francisco & Associates, Inc. will invoice the City on a monthly basis for services performed during the previous month. The City will pay undisputed invoices within 30 days of receipt of invoice.

If you have any questions or comments please contact me at (925) 867-3400.

Sincerely,
FRANCISCO & ASSOCIATES, INC.



Joseph A. Francisco, P.E.
Principal

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